



Century Surety Company

550 POLARIS PARKWAY, SUITE 300

WESTERVILLE, OH 43082

A STOCK COMPANY

COMMERCIAL LINES POLICY

THIS POLICY JACKET WITH COMMON POLICY CONDITIONS, THE DECLARATIONS PAGE, COVERAGE PART(S), COVERAGE FORM(S) AND APPLICABLE FORMS AND ENDORSEMENTS COMPLETE THIS POLICY.



Century Surety Company

550 Polaris Parkway, Suite 300
Westerville, Ohio 43082
614-895-2000
www.centurysurety.com

COMMERCIAL LINES POLICY COMMON POLICY DECLARATIONS

POLICY NO.: CCP 997944
NAMED INSURED AND ADDRESS:
Pet Sitters International & PTS 1208 0316
c/o PSI Insurance Administrator
PO Box 2536
Chapel Hill NC 27515

Renewal of CCP 851370
CODE NO.: 5884A
INSUREDS AGENT:
Village Insurance Agency Inc
DBA: Business Insurers of the Carolinas
PO Box 2536
Chapel Hill NC 27515

POLICY PERIOD: From: 09-01-2021 To: until cancelled at 12:01 A.M. Standard time at your mailing address shown above.

Business Description: Professional Pet Sitters

Individual Joint Venture Partnership Limited Liability Company (LLC) Organization (Other than Partnership, LLC or Joint Venture)

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial General Liability Coverage Part

TBD

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

25 % of the Policy Premium is fully earned as of the effective date of this policy and is not subject to return or refund.

TOTAL

Service of Suit (if form CCP 20 10 is attached) may be made upon:

Village Insurance Agency DBA Business Insurers of the Carolinas
501 Eastowne Drive Suite 250 Chapel Hill NC 27514

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

See Attached Schedule of Forms, CIL 15 00b 02 02

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

COMPANY REPRESENTATIVE:

Village Insurance Agency DBA Business Insurers of the Carolinas
501 Eastowne Drive
Suite 250
Chapel Hill NC 27514

Countersigned By

Authorized Representative

08/23/2021

gg

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly Authorized Agent of this Company at the Agency hereinbefore mentioned.

Philip David Pearson
NPN6566794 NCLic#6566794
Village Insurance Agency, Inc.
dba

Business Insurers of the Carolinas
NPN2349913

Secretary

President

The insurance company with which this coverage has been placed is not licensed by the State of North Carolina and is not subject to its supervision. In the event of the insolvency of the insurance company, losses under this policy will not be paid by any State insurance guaranty or solvency fund.

SCHEDULE OF FORMS AND ENDORSEMENTS

(other than applicable forms and endorsements shown elsewhere in the policy)

Forms and Endorsements applying to the Coverage Parts listed below and made a part of this policy at time of issue:

| Form/ Endt. # | Edition Date | Title | Total # of Forms Selected: 44 |
|---|-----------------|---|-------------------------------|
| Forms Applicable to this Coverage part - INTERLINE-ALL COVERAGE PARTS | | | |
| CCP | 2010 05 08 | Service of Suit Clause | |
| CIL | 0003 02 20 | Calculation of Premium | |
| CIL | 1500B 02 02 | Schedule of Forms and Endorsements | |
| CSCP | 1000 05 19 | Century Surety Company Commercial Lines Policy Jacket | |
| CSCP | 1001 09 20 | Century Surety Company Commercial Lines Policy Common Policy Declarations | |
| IL | 0017 11 98 | Common Policy Conditions | |
| IL | P001 01 04 | U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders | |
| PRIV | 0001 05 19 | Privacy Statement | |
| TRIA | 0001 09 20 | Policyholder Disclosure Notice of Terrorism Insurance Coverage | |

9 Forms

| Forms Applicable to this Coverage part - GENERAL LIABILITY | | | |
|--|-------------|--|--|
| CG | 0001 04 13 | Commercial General Liability Coverage Form | |
| CG | 0068 05 09 | Recording and Distribution of Material or Information In Violation of Law Exclusion | |
| CG | 0300 01 96 | Deductible Liability Insurance | |
| CG | 2026 12 19 | Additional Insured - Designated Person or Organization | |
| CG | 2107 05 14 | Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included | |
| CG | 2133 11 85 | Exclusion - Designated Products | |
| CG | 2146 07 98 | Abuse or Molestation Exclusion | |
| CG | 2147 12 07 | Employment-Related Practices Exclusion | |
| CG | 2165 12 04 | Total Pollution Exclusion With A Building Heating , Cooling and Dehumidifying Equipment Exception and A Hostile Fire Exception | |
| CG | 2196 03 05 | Silica or Silica-Related Dust Exclusion | |
| CG | 2504 05 09 | Designated Location(s) General Aggregate Limit | |
| CGL | 1500 04 07 | Century Surety Company Commercial General Liability Coverage Part Declarations | |
| CGL | 1621 02 18 | Exclusion - Terrorism | |
| CGL | 1623 02 18 | Exclusion - Nuclear, Biological, Chemical, or Radiological Related Damages | |
| CGL | 1702 11 00 | Action Over Exclusion | |
| CGL | 1704 01 16 | Exclusion - Assault and Battery | |
| CGL | 1711 01 20 | Limitation of Coverage to Designated Operations, Premises or Projects | |
| CGL | 2153 10 12 | Absolute Exclusion - Designated Operations | |
| CIL | 0115 11 18 | Nevada Changes - Domestic Partnership | |
| IL | 0021 09 08 | Nuclear Energy Liability Exclusion Endorsement (Broad Form) | |
| PTS | 1201a 05 21 | Special Exclusion - Special Exclusions and Limitations Endorsement | |
| PTS | 1202 11 16 | Amendatory Endorsement - Lost Key Limitation | |

| | | | |
|-----|------|-------|--|
| PTS | 1203 | 01 17 | Property Damage Coverage Extension and Veterinary Expense Coverage Endorsement - Petsitters |
| PTS | 1204 | 03 16 | Amendatory Endorsement - General Liability Changes |
| PTS | 1205 | 03 16 | Amendatory Endorsement - Common Policy Conditions |
| PTS | 1208 | 03 16 | Amendatory Endorsement - Named Insured Endorsement |
| PTS | 1210 | 03 16 | Exclusion - Professional Services |
| PTS | 1211 | 08 16 | Amendatory Endorsement - Emotional Distress |
| PTS | 1214 | 08 16 | Limited Dog Training Professional Liability Buy Back |
| PTS | 1219 | 08 16 | Amendatory Endorsement - Lost or Stolen Animal Coverage |
| PTS | 1220 | 08 16 | Limited Pet Groomer's Professional Liability Buy Back |
| PTS | 1224 | 08 16 | Dog Trainers Veterinary Expense Coverage Endorsement |
| PTS | 1225 | 08 21 | Limited Non-Owned Auto Liability Buy Back |
| PTS | 1226 | 11 20 | Limited Coverage - Dogs in your Care Custody or Control That Have No Owner and/or Are Being Fostered or Trained By You For a Rescue Group or Other Non-Profit Organization |
| PTS | 1300 | 08 19 | Bond Coverage Form - Employee Theft |

35 Forms

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance provided by the policy to which this form is attached.

It is agreed that in the event of the failure by us to pay any amount claimed to be due hereunder, we will, at your request, submit to the jurisdiction of a court of competent jurisdiction within the United States of America. Nothing in this clause constitutes or should be understood to constitute a waiver of our rights to commence an action in a court of competent jurisdiction in the United States of America, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or of any state in the United States of America. In any such suit against us, we will abide by the final decision of such court or of any Appellate Court in the event of an appeal.

It is further agreed that service of process in such suit may be made upon the person or organization shown in the Policy Declarations or upon us at the address shown in the policy jacket.

The above named are authorized and directed to accept service of process on behalf of us in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner, or Directors of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL EXCESS LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART
CONTRACTORS' POLLUTION LIABILITY COVERAGE FORM
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
ENVIRONMENTAL SERVICES BUSINESSOWNERS COVERAGE FORM
ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

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

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate services or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

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

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 sanctions policy, based on Presidential declarations of "national emergency". 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 immediately subject to 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.

Privacy Statement

In applying for insurance products and services with AmeriTrust Group, Inc. subsidiaries, you may have provided us with non-public personal information. Additionally, we may seek additional information, such as your creditworthiness or credit history, from third party reporting agencies. This information allows us to provide you with the best products and customer service. Keeping your personal information private and secure, whether learned directly from you or a third-party reporting agency, is our priority.

The categories of non-public personal and financial information that we collect may include your name, address, social security or employer identification number, assets, income, date of birth, motor vehicle driving information and other information that is appropriate or necessary to provide you with the insurance products and services that you request.

We do not disclose any non-public personal or financial information about you, unless permitted or required by law or with your consent.

We may have shared this information with affiliated parties as permitted by law. We refer to and use that information to issue and service your insurance policies, provide insurance services or administer claims. We restrict access to your non-public personal and financial information to those employees who need the information to provide you with products or services.

We maintain physical, electronic and procedural safeguards to protect your non-public personal and financial information. These safeguards comply with federal and state regulations.

If you contact us at our website, <https://www.ameritrustgroup.com>, we do not use “cookies”, which many organizations use to track visitors’ actions on their websites. Cookies are a general mechanism that can store and retrieve information on your computer.

We value the relationship that we have established with current and former customers. Should you have any comments or questions regarding our Privacy Policy, please contact us at 800-482-2726.

This Privacy Policy applies to the following companies: (1) AmeriTrust Group, Inc.’s insurance company subsidiaries (Star Insurance Company, Ameritrust Insurance Corporation, Williamsburg National Insurance Company, ProCentury Insurance Company, and Century Surety Company); (2) Crest Financial Corporation’s subsidiaries; and (3) Meadowbrook, Inc.’s subsidiaries.

NOTE TO AGENT:

It is required by federal law that you provide this document to the insured.

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

However, if the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorism acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro-rata allocation in accordance with the procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to coverage for acts of terrorism is as shown below.

This premium does not include any charges for the portion of losses covered by the United States government under the Act.

| | | |
|---------------------|-----------|----------|
| Property | \$ | 0 |
| Inland Marine | \$ | 0 |
| Crime | \$ | Excluded |
| General Liability | \$ | Rejected |
| Garage/Auto Dealers | \$ | Excluded |
| | \$ | |
| Total | \$ | 0 |

Name of Insurer: Century Surety Company

Policy Number: CCP 997944

Century Surety Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No: CCP 997944

Effective Date: 09/01/2021 **
12:01 A.M. Standard Time

NAMED INSURED: Pet Sitters International & PTS 1208 0316

| LIMITS OF INSURANCE: | | | |
|---|----|-----------|-------------------------------------|
| General Aggregate Limit (Other than Product-Completed Operations) | \$ | 2,000,000 | |
| Products-Completed Operations Aggregate Limit | \$ | 2,000,000 | |
| Personal and Advertising Injury Limit | \$ | 1,000,000 | |
| Each Occurrence Limit | \$ | 1,000,000 | |
| Damage to Premises Rented to You | \$ | 300,000 | Any one Fire/ Occurrence |
| Medical Expense Limit | \$ | 10,000 | Any one Person |

RETROACTIVE DATE: (CG 00 02, CGL 0002, CGL 1551 or CGL 1553)

Coverage A and B of this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "personal injury" or "advertising injury" which occurs before the retroactive date shown here: N/A

DEDUCTIBLE: See CG0300

\$ Bodily Injury Liability & Property Damage Liability Combined
(this deductible also applies to Personal and Advertising Injury Liability.)

Deductible also applies to Supplementary Payments - Coverages A and B;
Defense Expenses Coverages A and B (form CGL 0002 only) Yes No

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

1) Per Insurance Certificate

| PREMIUM | | RATE: | | | ADVANCED PREMIUM | |
|--|----------------|--------------|------------|---|-------------------------|-----------|
| St/Terr Code | Classification | Prem. Basis | Prem. Ops. | Pr/Co | Pr/Co | All Other |
| Per Guidelines On File With Company | | | | | \$ | \$ |
| Audit period is Annual Unless Otherwise Stated | | | | | | |
| | | | | Total Advance Premium \$ | 0 | |
| | | | | TRIA Coverage \$ | 0 | |
| | | | | Minimum Premium for This Coverage Part \$ | 0 | |

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy):

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
See Attached Schedule of Forms, CIL 15 00B 02 02

*Inclusion of Date Optional

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE
NAME OF THIS INSURED AND THE POLICY PERIOD**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

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

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

(1) Agrees in writing to:

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

(2) Provides us with written authorization to:

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

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

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

| Coverage | SCHEDULE | Amount and Basis of Deductible | | |
|--|----------|--------------------------------|-----|----------------|
| | | PER CLAIM | or | PER OCCURRENCE |
| Bodily Injury Liability OR | | \$ | | \$ |
| Property Damage Liability OR | | \$ | | \$ |
| Bodily Injury Liability and/or Property Damage Liability Combined | | \$ | 100 | \$ |

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

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

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

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

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

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

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

apply irrespective of the application of the deductible amount.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): |
|---|
| Schedule on Individual Insurance Certificates |

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION AND
DATA-RELATED LIABILITY – LIMITED BODILY INJURY
EXCEPTION NOT INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - DESIGNATED PRODUCTS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Designated Product(s):

Pet Food and/or Pet Supplies

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

This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of any of “your products” shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
- (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

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

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED LOCATION(S)
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Designated Location(s):

Per Locations on Individual Insurance Certificates

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

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A**, and for all medical expenses caused by accidents under Section **I** - Coverage **C**, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
 ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
 FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
 SCHEDULED STORAGE TANK POLICY

A. The following paragraphs are added to the Exclusions.

This insurance does not apply to:

1. Certified Acts of Terrorism

Any "bodily injury", "property damage", "personal and advertising injury", "injury", "clean-up costs", "environmental damage", or "environmental response costs" arising, in whole or part, out of "certified acts of terrorism".

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act of a "certified act of terrorism" include the following:

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

2. Other Acts of Terrorism

Any "bodily injury", "property damage", "personal and advertising injury", "injury", "clean-up costs", "environmental damage", or "environmental response costs" arising directly or indirectly out of or resulting from "other acts of terrorism".

"Other acts of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and also involves the

- a.** Use or threat of force or violence; or
- b.** Commission or threat of dangerous act; or
- c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- d.** The act is not a "certified act of terrorism".

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

B. The following terms are added to the Definitions:

- 1.** "Certified act of terrorism";
- 2.** "Other acts of terrorism".

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NUCLEAR, BIOLOGICAL, CHEMICAL, OR RADIOLOGICAL RELATED DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
 CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
 ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
 FACILITY EXPOSURES ENVIRONMENTAL LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE FORM
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
 RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
 SCHEDULED STORAGE TANK POLICY

The following paragraph is added to the Exclusions.

This insurance does not apply to:

Nuclear, Biological, Chemical, or Radiological Related Damages

Any “bodily injury”, “property damage”, “personal and advertising injury”, “injury”, “clean-up costs”, “environmental damage”, or “environmental response costs” involving any plan, effort, scheme or design intended to harm persons or property and arising directly or indirectly out of, resulting from, or in any way related to, or in consequence of:

- (1) Any actual, alleged, suspected or threatened use of any nuclear, biological, chemical, or radiological related material; or
- (2) Any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape or distribution of any nuclear, biological, chemical, or radiological related material; or
- (3) The failure to prevent any actual, attempted, suspected, or threatened presence, spread, dissemination, release, escape, or distribution of any nuclear, biological, chemical, or radiological related material.

Nuclear, biological, chemical, or radiological related material means any nuclear, biological, chemical, or radiological material, or substance that causes damage to property or is harmful to human health. Nuclear, biological, chemical, or radiological related material includes, but is not limited to:

- a. Any radioactive substance or material, and the radiation it releases,
- b. Any pathogen, bacterium, microbe, virus, or other organism,
- c. Any substance or material produced by or from any pathogen, bacterium, microbe, virus, or other organism, or
- d. Any poison, toxin, or other harmful chemical substance, or material.

The foregoing list **a.** through **d.**, is only illustrative and should not be construed as a complete, exclusive or exhaustive list of all nuclear, biological, chemical, or radiological related materials.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTION OVER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that the following change is made to Coverage A. 2. Exclusions:

Exclusion **e. Employer's Liability** is deleted in its entirety and replaced with the following:

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the named insured arising out of and in the course of:
 - (a) Employment by the named insured; or
 - (b) Performing duties related to the conduct of the named 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:

- (1) Whether the named insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**EXCLUSION - ASSAULT AND BATTERY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 CONTRACTORS LIMITED CLAIMS MADE AND REPORTED GENERAL LIABILITY COVERAGE PART
 CONTRACTORS LIMITED CLAIMS MADE GENERAL LIABILITY COVERAGE PART

1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of or resulting from:
 - (a) any actual, threatened or alleged assault or battery regardless of whether or not any action was undertaken or was alleged to have been undertaken in self-defense;
 - (b) the failure of any insured or anyone else for whom any insured is or could be held legally liable to prevent or suppress any assault or battery;
 - (c) the failure of any insured or anyone else for whom any insured is or could be held legally liable to render or secure medical treatment necessitated by any assault or battery;
 - (d) the rendering of medical treatment by any insured or anyone else for whom any insured is or could be held legally liable that was necessitated by any assault or battery;
 - (e) the negligent:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) training; or
 - (v) retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by **1. (a), (b), (c) or (d)** above; or
 - (f) any other act or omission, either leading up to, during or following any alleged assault or battery, on the part of the insured or anyone else for whom the insured may be legally responsible, in any way relating to, concurrently or in succession with, **1.(a),(b),(c),(d) or (e)**, above.
2. We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
 - (a) any actual or alleged injury arises out of any combination of an assault or battery-related cause and a non-assault or battery-related cause.
 - (b) any actual or alleged injury arises out of a chain of events which includes assault or battery, regardless of whether the assault or battery is the initial precipitating event or a substantial cause of injury.
 - (c) any actual or alleged injury arises out of assault or battery as a concurrent cause of injury, regardless of whether the assault or battery is the proximate cause of injury.
 - (d) any actual or alleged injury arises out of any act or omission in connection with the prevention or suppression of assault or battery or any physical altercation.
3. For the purposes of this endorsement the words assault and battery are intended to include, but are not limited to, sexual assault and any other type of physical altercation.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

**LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS,
PREMISES OR PROJECTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Operation(s):

as per individual Insurance Certificate(s):

Pet Sitting-Dog Walking (including overnight pet sitting in client's homes) / Pet Taxi / Pet Massage (including Training) / Pooper Scoopers / Pet First Aid Instructors (Applies only to Pet CPR/First Aid; no Veterinary Professional Services)

Optional Operation(s): Must be specifically designated per Individual Insurance Certificate(s):

Pet Grooming / House Sitting / In Your Home Pet Care / Pet Training

Premises:

Project(s):

- A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 0001** , then the provisions under this paragraph **A.** apply.
- 1.** Paragraph **1.b.** under Section **I** – Coverages, Coverage **A** – Bodily Injury and Property Damage Liability is deleted in its entirety and replaced by the following:
 - b.** This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:
 - (1)** The “bodily injury” or “property damage”:
 - (a)** Arises out of any operation(s) shown in the Schedule above; and
 - (b)** Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and
 - (c)** Arises out of any project(s), if scheduled above; and
 - (2)** The “bodily injury” or “property damage” occurs during the policy period; and
 - (3)** Prior to the policy period, no insured listed under paragraph **1.** , of Section **II** – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
 - 2.** Paragraph **1.b.** under Section **I** – Coverages, Coverage **B** – Personal and Advertising Injury Liability is deleted in its entirety and replaced by the following:
 - b.** This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” but only if:
 - (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule above; or
 - (b)** In connection with the project(s) or operation(s) shown in the Schedule above; and

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

However, with respect to paragraph **A.1.b. (1)(b)**, of this endorsement, if the “personal and advertising injury” is caused by:

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

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

3. Paragraph **1.a.** under Section **I – Coverages, Coverage C – Medical Payments** is deleted in its entirety and replaced by the following:
- a. We will pay medical expenses as described below for “bodily injury” caused by an accident that takes place in the “coverage territory” if the “bodily injury”:
- (1) Arises out of any operation(s) shown in the Schedule above; and
 (2) Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and
 (3) Arises out of any project(s), if scheduled above;
- provided that:
- (a) The accident takes place during the policy period; and
 (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
4. Section **II – Who Is An Insured, paragraph 3 .**, is deleted in its entirety and does not apply to this insurance.

Coverage for any Operation(s), Premises, or Project(s) not shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

- B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 0002**, then the provisions under this paragraph **B.** apply.
1. Paragraph **1.b.** under Section **I – Coverages Coverage A – Bodily Injury and Property Damage Liability** is deleted in its entirety and replaced by the following:
- b. This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:
- (1) The “bodily injury” or “property damage”:
- (a) Arises out of any operation(s) shown in the Schedule above; and
 (b) Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and
 (c) Arises out of any project(s), if scheduled above;
- (2) The “bodily injury” or “property damage” did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
 (3) A claim for damages because of the “bodily injury” or “property damage” is first made against any insured, in accordance with paragraph **1.c.** of the Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V – Extended Reporting Periods.**
2. Paragraph **1.b.** under Section **I – Coverages, Coverage B – Personal and Advertising Injury Liability** is deleted in its entirety and replaced by the following:
- b. This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” only if:
- (1) The offense arises out of your business:
- (a) Performed on the premises shown in the Schedule above; or

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

- (2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and
- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with paragraph 1.c. of the Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

However, with respect to paragraph B. 1.b. (1) (b) of this endorsement, if the "personal and advertising injury" is caused by:

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

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

3. Paragraph 1.a. under Section I – Coverages, Coverage C – Medical Payments is deleted in its entirety and replaced by the following:

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

- (1) Arises out of any operation(s) shown in the Schedule above; and
- (2) Occurs on the premises, if scheduled above, or the grounds and structures appurtenant to those premises; and
- (3) Arises out of any project(s), if scheduled above;

provided that:

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

4. Section II – Who Is An Insured, paragraph 3., is deleted in its entirety and does not apply to this insurance.

Coverage for any Operation(s), Premises, or Project(s) not shown above can only be covered if agreed to, in writing, by us as evidenced by endorsement to this policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

ABSOLUTE EXCLUSION – DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

| | |
|---|---|
| <p>Description of Designated Operation(s):</p> | <p>1. Specialized Dog Training for Protection or Guard, Attack or Fighting, Police work 2. Breeding 3. Animal Shelter 4. Service or Therapy Animals while working 5. Housekeeping, janitorial services, landscape gardening or any other domestic service</p> |
|---|---|

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

Designated Operations

- 1.** This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for any of the Designated Operations as described in the Schedule of this endorsement shown above.
This exclusion applies regardless of where such operations are conducted by you or on your behalf.
- 2.** We shall have no duty to defend or indemnify any claim, demand, suit, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages, equitable relief, injunctive relief, or administrative relief where:
 - a.** Any actual or alleged injury arises out of a chain of events that involve any of the Designated Operations described in the Schedule above regardless of whether those activities are the initial precipitating event or substantial cause of injury; or
 - b.** Any actual or alleged injury arises out of any of the Described Operations as a concurrent cause of injury, regardless of whether those activities are the proximate cause of injury.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 CONTRACTORS POLLUTION LIABILITY COVERAGE
 ELECTRONIC DATA LIABILITY COVERAGE PART
 ENVIRONMENTAL SERVICES LIABILITY COVERAGE FORM
 ENVIRONMENTAL BUSINESSOWNERS COVERAGE FORM, PART II - LIABILITY
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 SCHEDULED STORAGE TANK POLICY
 UNDERGROUND STORAGE TANK POLICY

- A.** All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusions are added to Section **I** – Coverages, paragraph **2.**, Exclusions, of Coverage **A** Bodily Injury and Property Damage Liability and paragraph **2.**, Exclusions, of Coverage **B** Personal and Advertising Injury Liability :

This insurance does not apply to:

1. Asbestos or Lead

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a. Asbestos or any material containing asbestos; or
- b. Lead, lead based paint, lead compounds or any material containing lead.

2. Athletic or Sports Participants, Spectators or Officials

“Bodily injury” to any person while practicing for, promoting, participating in, watching or officiating at:

- a. Any sports or athletic contest; or
- b. Any athletic endeavor; or
- c. Any sports or athletic exhibition.

3. Communicable Disease or Diseases

“Bodily injury” or “personal and advertising injury” arising directly or indirectly out of or resulting from the transmission or alleged transmission of any communicable disease including but not limited to any other sexually transmitted or any other disease transmitted by bodily fluids or excretions. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

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

4. Criminal Acts

- a. “Bodily injury” or “property damage” arising directly or indirectly out of or resulting from a criminal act committed by any insured, including any additional insureds; or
- b. “Bodily injury” or “property damage” arising directly or indirectly out of or resulting from a criminal act at the direction of any insured, including any additional insureds.

5. Punitive, Exemplary, Treble Damages or Multipliers of Attorneys’ Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney’s fees statutorily awarded to the prevailing party.

6. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organism; or
- b. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of, caused by, or alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating,

pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or

- c. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

7. Loss, Cost or Damages Prior To Tendered Claim

Any claim, loss, cost or damages that are projected, estimated, or otherwise assessed or adjudicated to be likely before such claims are actually made against the insured by the claimant, or their representatives, actually suffering the alleged "bodily injury" or "property damage".

8. Independent Contractors

"Bodily injury" to:

- a. Any independent contractor or the "employee" of any independent contractor while such independent contractor or their "employee" is working directly or indirectly on behalf of any insured; or
- b. The spouse, child, parent, brother or sister of such independent contractor or "employee" of the independent contractor as a consequence of **a.**, above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of "bodily injury".

For the purposes of this endorsement, independent contractor means any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor performing any work, task, supervision, or other activity either directly or indirectly related to "your work", that:

- a. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any insured arising out of "your work"; or
- b. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of "your work", and
- c. Is not an "employee" of the Named Insured or an Insurance Certificate holder on this policy.

This definition applies regardless of the existence or alleged existence of a written or oral contract or agreement with any insured or other doing work or performing tasks or duties for or on behalf of any insured.

9. Personal Animal of Insured, Employee or Independent Contractor

- a. Any "property damage" to any animal owned by or in the care of any of the following:
 - (1) The insured, the insured's spouse, or the insured's domestic partner; or
 - (2) The insured's "employee"; or
 - (3) The insured's independent contractor; or
 - (4) Any entity owned whole or in part by the insured, or the insured's spouse, or the insured's domestic partner.
- b. Any "bodily injury", "property damage", "bodily injury" or any other claim for damages caused by or arising from the actions of any animal owned by or in the care of any of the following:
 - (1) The insured, the insured's spouse, or the insured's domestic partner; or
 - (2) The insured's "employee"; or
 - (3) The insured's independent contractor; or
 - (4) Any entity owned whole or in part by the insured, or the insured's spouse, or the insured's domestic partner.

This exclusion does not apply if the insured, the insured's "employee" or the insured's independent contractor is actually pet-sitting the pet of another insured, the insured's "employee" or the insured's independent contractor.

10. Livestock

Any “bodily injury”, “property damage” or any other claim for damages arising from or resulting from the pet-sitting or other services provided for animals raised for food or other commercial products, or kept for sale; especially but not limited to farm animals such as horses, meat or dairy cattle, pigs, and poultry.

This exclusion does not apply to pets that are also intended for use in breeding and sale of offspring.

This exclusion does not apply to animals typically identified as farm animals if they are kept as a pet and are not part of a commercial endeavor.

11. Insured versus Insured

Any claim for damages by any insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured against any other insured that qualifies as an insured in paragraph 1. of Section II – Who Is An Insured arising directly or indirectly out of “bodily injury”, “property damage” or “personal and advertising injury” sustained by any such insured.

B. Section I – Coverages, Coverage C – Medical Payments, paragraph 2., Exclusions, sub-paragraph a., Any insured is deleted in its entirety and replaced with the following:

a. Any Insured

To any insured.

C. The following exclusions from Section I Coverages are changed as shown below:

1. Liquor Liability

Exclusion c., Liquor Liability of Section I Coverages, Coverage A Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, is deleted and entirely replaced with the following:

c. Liquor Liability

1. “Bodily injury” or “property damage” for which any insured may be held liable by reason of:
 - a. Causing or contributing to the intoxication of any person; or
 - b. Furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
 - c. Violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
2. This exclusion applies even if claims against any insured allege negligence or other wrong doing in:
 - a. The supervision, hiring, employment, training or monitoring of others by that insured; or
 - b. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
 - c. Failing to protect or safeguard any person;

if the “occurrence” which caused the “bodily injury” or “property damage”, involved that which is described in paragraph 1.a.,b. or c. above
3. We have neither a duty to defend nor a duty to indemnify any insured if any proximate or contributing cause of an occurrence arises out of any “bodily injury” or “property damage” above.

This exclusion applies to all insureds regardless of whether you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. There is no duty to defend any aspect of the claim or “suit” and this insurance does not apply.

2. Infringement Of Copyright, Patent, Trademark or Trade Secret

Exclusion i., Infringement of Copyright, Patent, Trademark or Trade Secret, of Section I Coverages, Coverage B Personal and Advertising Injury, paragraph 2., Exclusions, is deleted and entirely replaced with the following:

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

Claims arising out of the infringement of copyright, patent, trademark, trade name, trade dress, trade secret or other intellectual property rights.

D. The following conditions from Section IV – Commercial General Liability Conditions are revised as follows:

1. Item 4., Other Insurance, is deleted and entirely replaced by the following:

3. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** Bodily Injury and Property Damage Liability or Coverage **B** Personal and Advertising Injury of this Coverage Form, our obligations are limited as follows:

- a. This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, umbrella, or on any other basis; unless the other insurance is issued to the named insured shown in the Declarations of this Coverage Form and is written explicitly to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Form.
- b. When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- c. When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

2. Item 5., Premium Audit, is deleted and entirely replaced by the following:

4. Premium Audit

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown on the Declarations or Insurance Certificate as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the applicable named insured. If the sum of the advance and audit premiums paid for the policy or Insurance Certificate period is greater than the earned premium, we will return the excess to the applicable named insured.
- c. The applicable named insured must keep records of the information we need for premium computation and send us copies at such times as we may request.
- d. Any premium to be returned under **b.** above is subject to the minimum premium shown in the Declarations page or on the Insurance Certificate as applicable to this policy.

3. Item 9., When We Do Not Renew, is deleted in its entirety and is not replaced.

E. The following changes are made to Section V – Definitions:

The following definitions are deleted and entirely replaced:

1. Item 5., "Employee", is deleted in its entirety and replaced by the following:

- 5. "Employee" includes a "leased worker", a "temporary worker" and a "volunteer worker".**

2. Item 9., "Insured contract", is deleted in its entirety and replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
 - (4) That indemnifies another for the sole negligence of such other person or organization.
3. Item 13., "Occurrence", is deleted in its entirety and replaced with the following:
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All "bodily injury" or "property damage" arising out of an "occurrence" or series of related "occurrences" is deemed to take place at the time of the first such damage or injury even though the nature and extent of such damage or injury may change; and even though the damage may be continuous, progressive, cumulative, changing or evolving; and even though the "occurrence" causing such "bodily injury" or "property damage" may be continuous or repeated exposure to substantially the same general harmful conditions.
4. Item 14., "Personal and advertising injury" is deleted in its entirety and replaced with the following:
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from or the wrongful entry into or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that such wrongful eviction, wrongful entry or invasion of the right of private occupancy was committed by or on behalf of the room's, dwelling's or premises' 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.

5. Item 17., "Property Damage", is deleted in its entirety and replaced with the following.

17. "Property damage" means:

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

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

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

For the purposes of this insurance, "property damage" is not physical injury to tangible property, any resultant loss of use of tangible property, nor loss of use of tangible property that is not physically injured that arises out of failure to complete or abandonment of "your work".

6. Item 20., "Volunteer worker", is deleted in its entirety and replaced with the following:

20. "Volunteer worker" means a person 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.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – LOST KEY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

For the purposes of this endorsement, Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, sub-paragraph j., Damage To Property, item (4), personal property in the care, custody or control of the insured, is deleted in its entirety and replaced with the following.

This insurance does not apply to:

- (4) Personal property in the care, custody or control of the insured.

However, this exclusion does not apply to “property damage” caused, in whole or in part by, the loss of keys that are in the care, custody or control of your or your “employees”, agents or any persons acting on your behalf, subject to the following provisions:

- (a) This insurance does not apply to “property damage” arising out of the misappropriation, secretion, conversion infidelity or dishonest acts by you or your “employees”, agents, or any other persons acting on your behalf;
- (b) Our liability for “property damage” caused, in whole or in part by, the loss of keys that are in the care, custody or control of you or your “employees”, agents or any persons action on your behalf is limited to the actual cost of keys, adjustment of locks to accept new keys, or if required, new locks of like kind and quality, including costs of installation.
- (c) The most we will pay for any single “occurrence” for “property damage” caused, in whole or in party by, the loss of keys that are in care, custody or control of you or your “employees”, agents or any persons action on your behalf is limited to \$2,500. A \$100 deductible applies for each lost key claim.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY DAMAGE COVERAGE EXTENSION AND
VETERINARY EXPENSE COVERAGE ENDORSEMENT –
PETSITTERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** For the purposes of this endorsement, Section I – Coverages, Coverage **A** – Bodily Injury and Property Damage, paragraph **2.**, Exclusions, sub-paragraph **j.**, Damage To Property, is deleted in its entirety and replaced with the following.

This insurance does not apply to:

j. Damage To Property

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because of “your work” was incorrectly performed on it.

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

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

Paragraph **(4)** of this exclusion does not apply to “property damage” to:

- a.** Animals; or
- b.** Personal property

not owed by you, but under your care, custody and control, including any animals while transported in an “auto” by you.

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

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

B. The following coverage is added to Section I – Coverages.

Coverage D - Veterinarian Expense Coverage

1. Insuring Agreement

- a. We will pay veterinarian expenses as described below for “property damage” caused by an “occurrence” to animals not owned by you, but in your care, custody or control or in the care, custody or control of your “employees” or independent contractors while performing operations as described on the Declarations, provided that:
- (1) The “occurrence” takes place in the “coverage territory”; and
 - (2) The “occurrence” happens during the membership effective dates indicated on the member’s Insurance Certificate; and
 - (3) The expenses are incurred and reported to us within one year of the date of the “occurrence”; and
 - (4) We are permitted to have the animal examined at our expense by a veterinarian 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 coverage shown on the individual Insurance Certificate on file with the Company. We will pay reasonable expenses for:
- (1) First aid administered at the time of an “occurrence”;
 - (2) Necessary veterinary care; and
 - (3) Necessary veterinary hospital care.

2. Exclusions

We will not pay expenses for “property damage” for any:

a. Death

Veterinarian expenses for the death of any animal arising out of natural causes.

b. Prior Health Conditions

Veterinarian expenses arising out of conditions that existed prior to your acceptance of the animal not owned by you, but in your care custody or control.

c. Owned Animals

Injury to animals owned by

- (1) You; or
- (2) Your “employees”; or
- (3) Your independent contractors; or
- (4) Your “volunteer workers”.

However, if any of the persons identified in **c. (1).** through **(4).**, is a paying customer and releases their own animal into your care, custody, or control or the care, custody, or control of your “employee”, your independent contractor or your “volunteer worker”; then this exclusion will not apply.

D. Limits of Insurance

The most we will pay per "occurrence" for "property damage" to animals not owned by you, but in your care, custody or control or in the care, custody or control of your "employees" or independent contractors, is shown on the individual Insurance Certificate on file with the Company.

The most we will pay under the coverage extension provided by this endorsement for any single "occurrence" is shown on the Insurance Certificate as the Property Damage Extension Limits – Each Occurrence Limit.

The most we will pay under the coverage extension provided by this endorsement for all "occurrences" during the Certificate Period is shown on the Insurance Certificate as the Property Damage Extension Limits – Aggregate Limit.

The coverage extension provided by this endorsement does not increase the Certificate Limits of Liability shown on the Insurance Certificate for either the Each Occurrence Limit or the General Aggregate Limit.

The coverage extension provided by this endorsement does not increase the Limits of Insurance shown on the Declarations page for either the Each Occurrence Limit or the General Aggregate Limit.

- E.** For the purposes of this endorsement, the following Other Insurance Provision applies regardless of any other provision in this policy or any other endorsement.

Other Insurance

The coverage provided by this endorsement is excess over any other valid and collectible insurance available to you. This policy will not drop down to assume the obligation of any other policy if the insurance provided by that policy is not collectible by reason of insolvency or the failure or refusal to pay by the company that issued the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – GENERAL LIABILITY CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Section II – Who Is An Insured, paragraph 1.** Is deleted in its entirety and replaced with the following.
1. If you are designated in the Declarations or on the Insurance Certificate under this policy as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- B. Section III – Limits Of Insurance, paragraphs 1., and 2.,** are deleted in their entirety and replaced with the following.
1. The Limits Of Insurance shown in the Declarations or any Insurance Certificate under this policy 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 shown in the Declarations or any Insurance Certificate under this policy 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**.
- C. Section IV – Commercial General Liability Conditions, paragraph 6., Representations** is deleted in its entirety and replaced with the following.
- 6. Representations**
- By accepting this policy and any Insurance Certificate under this policy, you agree:
- a. The statements in the Declarations and Insurance Certificate 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.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDATORY ENDORSEMENT – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **E.**, Premiums of the Common Policy Conditions, **IL 0017**, is deleted in its entirety and replaced with the following.

E. Premiums

The Named Insured shown in any Insurance Certificate:

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

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – NAMED INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Named Insureds are as follows:

1. Pet Sitters International & PTS 1208 0316
2. Each Certificate Holder thereof to whom an Insurance Certificate of coverage has been issued as per the Insurance Certificate on file with the Company.
3. For the purposes of this policy the First Named Insured shall be Pet Sitters International & PTS 1208 0316.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Section I – Coverages, Coverage **A** - Bodily Injury and Property Damage Liability, paragraph **2.**, Exclusions and to Section I – Coverages, Coverage **B** – Personal and Advertising Injury Liability, paragraph **2.**, Exclusions.

This insurance does not apply to:

Professional Services

“Bodily injury”, “property damage”, “personal and advertising injury” arising out of the rendering or failure to render any professional services including, but not limited to those services customarily provided by veterinary doctors and/or their staff.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved that which is described above.

We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages alleging “bodily injury”, “property damage”, or “personal and advertising injury” arising out of any professional services.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – EMOTIONAL DISTRESS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Section III – Limits of Insurance.

Emotional Distress

Subject to paragraph 5., of Section III, the most we will pay for “bodily injury” or “property damage” is \$2,500 per “occurrence” for any emotional distress or pain and suffering damages sustained by any animal owner or family member as a result of the death of animal for which you are legally liable.

This insurance does not provide coverage for any alleged emotional distress or pain and suffering sustained by any animal.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED DOG TRAINING PROFESSIONAL LIABILITY BUY BACK

THIS ENDORSEMENT INCLUDES EXPENSE COST WITHIN THE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** For the purposes of this endorsement **PTS 1210**, the Professional Services Exclusion, does not apply to the following Limited Dog Training Professional Liability Coverage.
- B.** The following coverage is added to Section I – Coverages, Coverage - **A** Bodily Injury and Property Damage Liability and Coverage **B** - Personal and Advertising Injury Liability.

Limited Dog Training Professional Liability Coverage

1. We will pay those sums the insured becomes legally obligated to pay as damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies because of any wrongful act, with respect to dog training professional services, rendered by or that should have been rendered by the certificate holder shown on the individual Insurance Certificate.

The coverage provided by this endorsement applies to the wrongful act with respect to dog training professional services only if:

- a. The dog training professional services are provided in the “coverage territory” during the policy period; and
- b. The “bodily injury”, “property damage” or “personal and advertising injury” resulting from a wrongful act occurs during the Certificate Period shown on the Insurance Certificate issued to each Certificate Holder and arises out of the rendering of or failure to render professional services as a dog trainer.

Any act or omission due to the rendering of or failure to render professional services usual to the insured’s business as a dog trainer shall be considered one “occurrence”.

2. Exclusions

For the purposes of this endorsement, this coverage does not apply to:

- a. The theft of any animal or any damages arising from the theft of any animal.
- b. The injury to or destruction of any animal due to fire, however caused.
- c. “Bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of “your work” involving the following specialized dog training activities:
 - (1) Protection; or
 - (2) Attack or fighting; or
 - (3) Police work.
- d. Claims against any insured that allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

3. Limits of Insurance

For the purposes of this endorsement, the following Limits of Insurance apply:

- a. The Limit of Insurance shown in the Declarations or any Insurance Certificate under this policy and rules shown below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The limit shown below is not an additional Limit of Insurance above the General Aggregate Limit shown on the individual Insurance Certificate and the Declarations. The coverage provided by this endorsement is included in the General Aggregate Limit and will reduce the General Aggregate Limit shown on the Certificate and Declarations.
- c. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, the expenses we incur associated with the coverage provided by this form. These expense payments will reduce the Limits of Insurance shown on the Insurance Certificate and Declarations.
- d. Our right and duty to defend ends when we have used up the applicable Limit of Insurance shown below in the payment of judgments or settlements or expenses for the coverage provided by this endorsement.

| | |
|---|--------------------------------------|
| Dog Training Professional Liability Limit of Insurance | <u>As per Individual Certificate</u> |
|---|--------------------------------------|

4. Other Insurance

The coverage provided by this endorsement is excess over any other valid and collectible insurance available to you. This policy will not drop down to assume the obligation of any other policy if the insurance provided by that policy is not collectible by reason of insolvency, failure or refusal to pay by the company that issued the policy.

5. Wrongful Act

For the purposes of this endorsement, wrongful act means a negligent act, error or omission in the rendering of, or failure to render dog training professional services.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT – LOST OR STOLEN ANIMAL COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** For the purposes of this endorsement, Section I – Coverages, Coverage A - Bodily Injury and Property Damage Liability, paragraph 2., Exclusions, sub-paragraph j., Damage to Property, item (4), Personal property in the care, custody or control of the insured does not apply.
- B.** The following coverages are added to Section I – Coverages, Coverage A - Bodily Injury and Property Damage Liability:

1. Lost or Stolen Animal Coverage

We will pay for the actual cash value of a lost or stolen animal after it has been missing 30 days or more, if at the time of the disappearance the animal was in your care, custody or control. The most we will pay per "occurrence" for a lost or stolen animal that was in your care, custody or control is the actual cash value of the animal, but not to exceed \$5,000 of the Property Damage Extension Limits on the Insurance Certificate.

If the animal is found after payment has been made for its loss, then you are required to reimburse us the full amount we paid for the lost or stolen animal.

2. Lost or Stolen Animal Reward Coverage

We will reimburse expenses up to \$500 per lost or stolen animal, subject to the applicable policy deductible for the costs of rewards and advertising to aid in the recovery of animals lost or stolen while in your care, custody or control.

For the purposes of this endorsement, actual cash value means the amount it would cost to replace the animal, at the time of the loss, with a similar animal of like kind or quality. The actual cash value of the lost or stolen animal may be significantly less than its replacement cost.

- C.** This coverage does not increase the Limits of Insurance shown on the Declarations page for either the Each Occurrence Limit or the General Aggregate.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PET GROOMER'S PROFESSIONAL LIABILITY BUY BACK

THIS ENDORSEMENT INCLUDES EXPENSE COST WITHIN THE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** For the purposes of this endorsement, **PTS 1210**, Professional Services Exclusion, does not apply to the following Limited Pet Groomer's Professional Liability Coverage.
- B.** The following coverage is added to Section **I** – Coverages, Coverage **A** - Bodily Injury and Property Damage Liability and to Section **I** – Coverages, Coverage **B** - Personal and Advertising Injury Liability.

Limited Pet Groomer's Professional Liability Coverage

- 1.** We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies because of any wrongful act, with respect to pet groomer's professional services, rendered by or that should have been rendered by the Certificate Holder shown on the individual Insurance Certificates.

The coverage provided by this endorsement applies to the wrongful act with respect to pet groomer's professional services only if:

- a.** The pet groomer's professional services are provided in the "coverage territory" during the policy period; and
- b.** The "bodily injury", "property damage" or "personal and advertising injury" resulting from a wrongful act that occurs during the Certificate Period shown on the Insurance Certificate form issued to each Certificate Holder and arises out of the rendering of or failure to render professional services as a pet groomer.

Any act or omission due to the rendering of or failure to render professional services usual to the insured's business as a pet groomer shall be considered one "occurrence".

2. Exclusions

For the purposes of this endorsement, this coverage does not apply to:

- a.** The theft of any animal or any damages arising from the theft of any animal.
- b.** The injury to or destruction of any animal due to fire, however caused.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury" involved that which is described above.

3. Limits of Insurance

For the purposes of this endorsement, the following Limits of Insurance apply:

- a. The Limit of Insurance shown in the Declarations or any Insurance Certificate under this policy and rules shown below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The limit shown below is not an additional Limit of Insurance above the General Aggregate Limit shown on the individual Insurance Certificate and the Declarations. The coverage provided by this endorsement is included in the General Aggregate Limit and will reduce the General Aggregate Limit shown on the Certificate and Declarations.
- c. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, the expenses we incur associated with the coverage provided by this form. These expense payments will reduce the Limits of Insurance shown on the Insurance Certificate and Declarations.
- d. Our right and duty to defend ends when we have used up the applicable Limit of Insurance shown below in the payment of judgments or settlements or expenses for the coverage provided by this endorsement.

| | |
|--|--------------------|
| Pet Groomer's Professional Liability Limit of Insurance | <u>\$1,000,000</u> |
|--|--------------------|

4. Deductible

For the purposes of this endorsement, a Deductible of \$100 will apply to each "occurrence".

5. Other Insurance

The coverage provided by this endorsement is excess over any other valid and collectible insurance available to you. This policy will not drop down to assume the obligation of any other policy if the insurance provided by that policy is not collectible by reason of insolvency, failure or refusal to pay by the company that issued the policy.

6. Wrongful Act

For the purposes of this endorsement, wrongful act means a negligent act, error or omission in the rendering of, or failure to render pet groomer's professional services.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DOG TRAINERS VETERINARY EXPENSE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SPECIAL EXCLUSIONS AND LIMITATIONS ENDORSEMENT, **PTS 1201, PTS 1201a, PTS 1201AR**

- A.** For the purposes of this endorsement **PTS 1201 or PTS 1201a** (if attached) or **PTS 1201AR** (if attached), Special Exclusions and Limitations Endorsement, paragraph **A.**, sub-paragraph **9.**, Personal Animal of the Insured, Employee, or Independent Contractor, is deleted in its entirety and not replaced.
- B.** The following coverage is added to the Commercial General Liability Coverage Form.

COVERAGE E - VETERINARIAN EXPENSE COVERAGE FOR DOG TRAINER OWNED ANIMALS

1. Insuring Agreement

- a.** We will pay veterinarian expenses as result of an accident or injury to your animals when used while performing “your work” demonstrating or showcasing the animal’s skills in a training class or while acting as a therapy animal provided that:
 - (1)** The accident takes place in the “coverage territory”; and
 - (2)** The accident occurs during the Certificate Period indicated on the member’s Insurance Certificate; and
 - (3)** The expenses are incurred and reported to us within one year of the date of the accident; and
 - (4)** We are permitted to have the animal examined, at our expense by a veterinarian 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 coverage shown on the individual Insurance Certificate on file with the company. We will pay reasonable expenses for:
 - (1)** First aid administered at the time of an accident;
 - (2)** Necessary veterinarian care; and
 - (3)** Necessary veterinary hospital care.

2. Exclusions

a. Death

We will not pay any veterinarian expenses for the death of an animal as a result of natural causes.

b. Prior Health Conditions

We will not pay any veterinarian expenses resulting from a condition that existed prior to your ownership of the animal.

3. Limits of Insurance

The most we will pay per “occurrence” for “property damage” for your animals used in “your work” while demonstrating or showcasing the animal’s skills or while acting as a therapy animal is shown in the Property Damage Extension Limits on the individual Insurance Certificate on file with the company.

The coverage extension provided by this endorsement does not increase the limits of insurance shown on the Declarations page for either the Each Occurrence Limit or the General Aggregate Limit.

4. Other Insurance

The coverage provided by this endorsement is excess over any other valid and collectible insurance available to you. This policy will not drop down to assume the obligation of any other policy if the insurance provided by that policy is not collectible by reason of insolvency, failure or refusal to pay by the company that issued the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED NON-OWNED AUTO LIABILITY BUY BACK

THIS ENDORSEMENT INCLUDES DEFENSE COSTS WITHIN THE LIMITS PROVIDED BY THIS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This additional coverage applies only if selected, as indicated on the Insurance Certificate.

SCHEDULE

| |
|--|
| <p>Sub-Limit of Liability</p> <p>\$100,000 per Occurrence Limit</p> <p>\$100,000 Annual Aggregate Limit</p> |
|--|

- A.** For the purposes of this endorsement, Section **I** – Coverages, Coverage **A** – Bodily Injury and Property Damage Liability, paragraph **2.**, Exclusions, sub-paragraph **g.**, Aircraft, Auto or Watercraft of paragraph **2.**, is deleted in its entirety and not replaced.
- B.** For the purposes of this endorsement, the following policy changes are made.
- The following coverage is added to Section **I**, Coverages, Coverage **A** – Bodily Injury and Property Damage Liability, paragraph **1**, Insuring Agreement:

Limited Non-Owned Automobile Coverage

Subject to the Sublimit of Coverage described in **2.** below, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” caused by the business use of any non-owned auto by an “employee” of the Certificate Holder shown in the Insurance Certificate, provided:

- Such “employee” is driving a vehicle that is either owned by them, leased to them, or otherwise available for their regular personal use; and
- There are no other occupants of the vehicle other than such “employee”; and
- Such “employee” is driving in the course of the business of the Certificate Holder shown in the Insurance Certificate.

We will not pay on behalf of an “employee” of the Certificate Holder shown in the Insurance Certificate for any liability directly assessed against that “employee” for which the insured is not held liable.

- The following exclusion is added to Section **I** – Coverages, Coverage **A** - Bodily Injury and Property Damage Liability, paragraph **2.**, Exclusions.

Bodily injury to Occupant of Non-Owned Auto

This insurance does not apply to:

- “Bodily injury” to any occupant of a non-owned auto; or
- Claims arising out of the use of a hired auto; or

- c. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to an "employee" of the Certificate Holder shown in the Insurance Certificate; or
 - (2) Property in the care, custody or control of an "employee" of the Certificate Holder shown in the Insurance Certificate; or
 - d. Claims for damages made against any party other than the Certificate Holder shown in the Insurance Certificate.
3. The following paragraph is added to Section III – Limits of Insurance.

Limited Non-Owned Automobile Coverage Sublimit

The most that we will pay under this endorsement due to one "occurrence" is the per Occurrence Limit shown in the Schedule above. The Annual Aggregate Limit, also shown above, is the most to be paid in total under this endorsement regardless of the number of insureds, "occurrences", claims made, "suits" brought, or persons or organizations making claims or bringing "suits".

The Sub-limits of Liability provided in the Schedule are included within the Limits of Insurance shown on the Declarations page and payment of these sub-limits will reduce the Limits of Insurance shown on the Declarations page.

Our right and duty to defend ends when we have used up the Sub-limit of Liability in the payment of judgments, settlements, or expenses for the coverage provided by this endorsement. Nothing in this endorsement shall be construed to increase the policy's General Aggregate Limit shown on the Insurance Certificate.

- C. For the purposes of this endorsement, the following terms are defined.
- a. Hired Auto means any "auto" :
 - (1) You lease, hire, or borrow; or
 - (2) That is leased or rented in connection with your business by an "employee" of any insured.
 - b. Non-Owned Auto means any "auto" that is owned by, leased to, or furnished for the regular personal use of an "employee" of the Certificate Holder shown in the Insurance Certificate and is also not owned by, leased to, or furnished for the regular personal use of the Certificate Holder shown in the Insurance Certificate.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE – DOGS IN YOUR CARE CUSTODY OR CONTROL THAT HAVE NO OWNER AND/OR ARE BEING FOSTERED OR TRAINED BY YOU FOR A RESCUE GROUP OR OTHER NON-PROFIT ORGANIZATION

THIS ENDORSEMENT INCLUDES DEFENSE COSTS WITHIN THE LIMITS PROVIDED BY THIS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following exclusion is added to paragraph 2., Exclusions, of Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability.

This insurance does not apply to:

Foster Dogs

“Bodily injury” or “property damage” arising out of, or alleged to arise out of, any dog in your care, custody, or control that you do not own and that is being temporarily raised, cared for, or trained by you for a rescue group, animal shelter or other non-profit organization.

- B.** However, we will provide Limited Foster Dogs Coverage as described below, under Section I –Coverages, Coverage A – Bodily Injury and Property Damage Liability.

THIS COVERAGE LIMITATION INCLUDES DEFENSE COSTS WITHIN THE LIMITS PROVIDED BELOW.

Limited Foster Dogs Coverage

1. It is agreed that the specific coverage excluded under **A.** above is reinstated on a limited basis per the following additional terms and conditions.
2. This limitation does not create any additional coverage or remove any exclusion contained in the other forms of this policy unless specifically stated on this form. The Foster Dogs Exclusion in **A.** above remains in full force once the Limits of Insurance shown in **6.** below are exhausted.
3. We will pay, with respect to any claim we investigate or settle, or any “suit” against an “insured” we defend, the expenses we incur associated with the coverage provided by this form. These expense payments will reduce the Limits of Insurance shown in **6.** below.
4. Our right and duty to defend ends when we have used up the applicable Limit of Insurance shown in **6.** below in the payment of judgments or settlements or expenses for the coverage provided by this limitation.
5. When the Foster Dogs Limit of Insurance shown in **6.** below exhausts from the payment of any claim, judgment, or expense; or when the Foster Dogs Aggregate Limit of Insurance exhausts, you agree to take over the further handling of the affected claims and to pay all expenses incurred, including attorney fees, from the date of the payment that exhausts the Limit of Insurance shown in **6.**, below until the affected claims or “suits” are resolved. You further agree to settle, pay any judgment, or otherwise resolve at your expense any claims or “suits” pending after the exhaustion of the Limits of Insurance shown in **6.**, below. In anticipation of and in preparation for assuming the defense and indemnity upon exhaustion of the Limits of Insurance shown in **6.**, below, you and your attorneys will, upon request, be given access to our claim and “suit” files other than records relating to resolution of coverages issues or related to any dispute with you, within a reasonable time prior to exhaustion of the Limits of Insurance shown in **6.**, below.

6. Limits of Insurance

Foster Dogs Limit of Insurance: \$ 25,000 per "occurrence"

Foster Dogs Aggregate Limit of Insurance: \$ 25,000

- a. This limited coverage has a reduced Limit of Insurance per "occurrence" as shown above.
- b. This limited coverage is also subject to an aggregate limit. The Foster Dog Aggregate Limit of Insurance shown in **6.**, above is the most we will pay for all coverage available under this endorsement.
- c. ***The coverage provided by this endorsement does not provide additional limits of insurance above those shown in the Declarations of this policy. The coverage found in this endorsement will reduce the General Liability Aggregate Limit of Insurance.***

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOND COVERAGE FORM – EMPLOYEE THEFT

SCHEDULE

| | | |
|--------------------------|----|---|
| Bond Limits of Insurance | \$ | As per Individual Certificate Each Occurrence |
| | \$ | As per Individual Certificate Annual Aggregate Per Member |

The coverage provided by this Coverage Form only applies if your Insurance Certificate indicates that the following coverage applies.

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 Insurance Certificate holder. The words “we”, “us” and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to paragraph **E. Definitions**.

A. Insuring Agreement – Bond Coverage

Coverage provided under this Coverage Form applies to loss resulting directly from an “occurrence” taking place during the Insurance Certificate holder’s policy period, except as provided in paragraph **D.**, Conditions, subparagraph **8.a.** or **8.b.**, which is “discovered” by you during the Insurance Certificate holder’s policy period or during the period of time provided in the Extended Period To Discover Loss Condition.

We will pay for loss of or damage to “money”, “securities” and “other property” sustained by your “client” resulting directly from “theft” committed by an identified “employee”, acting alone or in collusion with other persons.

B. Limit of Insurance

- 1. The Limits of Insurance shown in the Schedule above 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 Annual Aggregate limit is the most we will pay for the sum of claims per member during the policy period.
- 3. Subject to paragraph, **2.** above, the most we will pay for all loss resulting directly from an “occurrence” is the applicable Each Occurrence limit shown in the Schedule above.

C. Exclusions

This insurance does not cover:

1. Acts Committed By You, Your Partners Or Your Members

Loss resulting from “theft” or any other dishonest act committed by:

- a. You; or
- b. Any of your partners or “members”

whether acting alone or in collusion with other persons.

2. Acts of employees Learned Of By You Prior To The Insurance Certificate Holder’s Policy Period

Loss caused by an “employee” if the “employee” had also committed “theft” or any other dishonest act in excess of \$1,000 prior to the effective date of this insurance and you or any of your partners, “members”, “managers”, officers, directors or trustees, not in collusion with the “employee”, learned of such “theft” or dishonest act prior to the Insurance Certificate holder’s policy period.

3. Confidential Or Personal Information

Loss resulting from:

- a. The disclosure of your "clients" or any other person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customers lists, financial information, credit card information, health information or any other type of nonpublic information; or
- b. The use of your "clients" or any other person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

4. Data Security Breach

Fees, Costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of your "clients" or any other person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

5. Governmental Action

Loss resulting from seizure or destruction of your "clients" property by order of governmental authority.

6. Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of or damage to your "clients" "money, "securities" or "other property";
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

7. Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action

8. Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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.

D. Conditions**1. Additional Employees**

If, while this insurance is in force, you hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "employees" is not required, and no additional premium will be charged for the remainder of the Insurance Certificate holder's policy period.

2. Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time, it is also void if you, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The "clients" property covered under this insurance;
- c. Your interest in the property covered under this insurance; or
- d. A claim under this insurance.

3. Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire assets or liabilities of, another entity:

- a. You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities.
- b. For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all “occurrences” causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

4. Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

5. Duties In The Event Of Loss

After you “discover” a loss or a situation that may result in loss of or damage to your “clients” “money”, “securities” or “other property”, you must:

- a. Notify us as soon as possible;
- b. Give us a detailed, sworn proof of loss within 120 days;
- c. Cooperate with us in the investigation and settlement of any claim;
- d. Produce for our examination all pertinent records;
- e. Submit to examination under oath at our request and give us a signed statement of your answers; and
- f. Secure all of your rights of recovery against any person or organization responsible for the loss and do nothing to impair those rights.

6. Extended Period To Discover Loss

We will pay for loss that your “client” sustained prior to the effective date of cancellation of this insurance, which is “discovered” by you no later than one year from the date of that cancellation. However, this extended period to “discover” loss terminates immediately upon the effective date of any other insurance obtained by you, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

7. Legal Action Against Us

You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance;
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within two years from the date you “discovered” the loss.

If any limitation in this condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

8. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

- a. Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you “discover” loss during the Insurance Certificate holder’s policy period, resulting directly from an “occurrence” taking place:

- (1) Partly during the Insurance Certificate holder’s policy period; and
- (2) Partly during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Insurance Certificate holder’s policy period. We will then settle the remaining amount of loss that you sustained during the policy period(s) of the prior insurance.

b. Loss Sustained Entirely During Prior Insurance

If you “discover” loss during the Insurance Certificate holder’s policy period, resulting directly from an “occurrence” taking place entirely during the policy period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the “occurrence”.

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the policy period(s) of any other prior insurance.

- c. In settling loss under sub-paragraphs **8.a.** and **8. b.**, above, the most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

9. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- a. If you “discover” loss during the Insurance Certificate holder’s policy period, resulting directly from an “occurrence” taking place during the policy period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (1) This insurance became effective at the time of cancellation of the prior insurance; and
- (2) The loss would have been covered under this insurance had it been in effect at the time of the “occurrence”.

- b. In settling loss subject to this condition, the most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.

- c. The insurance provided under this condition is subject to the following:

- (1) If loss covered under this condition is also partially covered under paragraph **D.**, Conditions, sub-paragraph **8.**, the amount recoverable under this condition is part of, not in addition to, the amount recoverable under paragraph **D.**, Conditions, sub-paragraph **8.**
- (2) For loss covered under this condition that is not subject to sub-paragraph **9.c.(1)**, the amount recoverable under this condition is part of, not in addition to, the limit of insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount of recoverable under:
 - (a) This insurance as of its effective date; or
 - (b) The prior cancelled insurance had it remained in effect.

10. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

a. Primary Insurance

When this insurance is written as primary insurance, and:

- (1) You have other insurance subject to the same terms and conditions as this insurance; we will pay our share of the covered loss. Our share is the proportion that the applicable Limit Of Insurance shown in the declarations bears to the total limit of all insurance covering the same loss.
- (2) You have other insurance covering the same loss other than that described in sub-paragraph **10.a. (1)**, we will only pay for the amount of loss that exceeds the Limit of Insurance of that other insurance, whether you can collect on it or not.

Our payment for loss is subject to the terms and conditions of this insurance.

b. Excess Insurance

When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

11. Ownership Of Property, Interests Covered

The property covered under this insurance is limited to property:

- a. That your "client" owns or leases;
- b. That your "client" holds for others in any capacity; or
- c. For which your "client" is legally liable, provided your "client" was liable for the property prior to the time the loss was sustained.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your "client". Any claim for loss that is covered under this Coverage Form must be presented by you.

12. Recoveries

- a. Any recoveries, whether effected before or after any payment under this insurance, whether made by us or by you, shall be applied net of the expense of such recovery:
 - (1) First, to indemnify you in satisfaction of your covered loss in excess of the amount paid under this insurance;
 - (2) Second, to us in satisfaction of amounts paid in settlement of your claim; and
 - (3) Third, to you in satisfaction of any loss not covered under this insurance.
- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

13. Termination As To Any Employee

This coverage terminates as to any "employee".

- a. As soon as:
 - (1) You; or
 - (2) Any of your partners, "members", "managers", officers, directors or trustees not in collusion with the "employee";

learn of "theft" committed by the "employee" in excess of \$1,000 whether before or after becoming employed by you; or
- b. On the date specified in a notice mailed to the Insurance Certificate holder. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the Insurance Certificate holder's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

14. Territory

This insurance covers loss resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada, or while temporarily located anywhere in the world.

15. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

16. Valuation – Settlement

The value of any loss for purposes of coverage under this insurance shall be determined as follows:

- a. Money

Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

 - (1) At face value, in the "money" issued by that country; or
 - (2) In the United States of America dollar equivalent, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered"

b. Securities

Loss of "securities" but only up to and including their value at the close of business on the date the loss was "discovered". We may, at our option:

- (1) Pay the market value of such "securities: or replace them in kind, in which event the "client" must assign to us all their rights, title and interest in and to those "securities"; or
- (2) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities. However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - (a) Market Value of the "securities" at the close of business on the day the loss was "discovered", or
 - (b) Limit of insurance applicable to the "securities".

c. Property Other Than Money And Securities

- (1) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:
 - (a) The Limit of Insurance applicable to the lost or damaged property;
 - (b) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or
 - (c) The amount your "client" actually spends that is necessary to repair or replace the lost or damaged property.
- (2) We will not pay on a replacement cost basis for any loss or damage to property covered under sub-paragraph **16.c.(1)**:
 - (a) Until the lost or damaged property is actually repaired or replaced; and
 - (b) Unless the repair or replacement is made as soon as reasonable possible after the loss or damage. If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.
- (3) We will, at your option, pay for loss or damage to such property:
 - (a) In the "money" of the country in which the loss or damage was sustained; or
 - (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage was sustained, determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".
- (4) Any property that we pay for or replace becomes our property.

E. Definitions

1. "Client" means any entity for which you perform services under a written contract.
2. "Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance.
3. "Employee"
 - a. Means:
 - (1) Any Natural person:
 - (a) While in your service and for the first 60 days immediately after termination of service, unless such termination is due to "theft" committed by the "employee";
 - (b) Whom you compensate directly by salary, wages or commissions; and
 - (c) Whom you have the right to direct and control while performing services for you;
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee", as defined in sub-paragraph **3.a. (1)**, who is on leave; or
 - (b) To meet seasonal or short-term work load conditions;
 while that person is subject to your direction and control and performing services for you;

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary “employee” as defined in sub-paragraph 3.a.(2);
- (4) Any natural person who is a former “employee”, partner, “member”, “manager”, director or trustee retained by you as a consultant while performing services for you;
- (5) Any natural person who is a guest student or intern pursuing studies or duties;
- (6) Any natural person employed by an entity merged or consolidated with you prior to the Insurance Certificate holder’s policy period”; and
- (7) Any natural person who is your “manager”, director or trustee while:
 - (a) Performing acts within the scope of the usual duties of an “employee”; or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
- (8) Any natural person, partnership or corporation you appoint via written contract to act as your agent while acting on your behalf or while in possession of “Money”, “Securities” or “Other property”. Each such agent and the partners, officers and employees of that agent are considered to be, collectively, one “employee”.
- (9) Any natural person, Owner and or Sole Proprietor.

b. Does not mean:

Any agent, broker, factor, commission merchant, consignee, or representative of the same general character not specified in sub-paragraph 3.a., above.

- 4. “Manager” means a natural person serving in a directorial capacity for a limited liability company.
- 5. “Member” means an owner of a limited liability company represented by its membership interest who, if a natural person, may serve as a “Manager”.
- 6. “Money” means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Traveler’s checks and money orders.
- 7. “Occurrence” means:
 - a. An individual act;
 - b. The combined total of all separate acts whether or not related; or
 - c. A series of acts whether or not related;
 committed by an “employee”, acting alone or in collusion with other persons, during the Insurance Certificate holder’s policy period, before such Insurance Certificate holder’s policy period or both.
- 8. “Other property” means any tangible property other than “money and “securities” that has intrinsic value. “other property” does not include any property specifically excluded under this insurance.
- 9. “Premises” means the interior of that portion of any “client’s” property you or your “employees” enter or occupy in conducting your business.
- 10. “Securities” means negotiable and nonnegotiable instruments or contracts representing either “money” or property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include “money”.
- 11. “Theft” means the unlawful taking of property to the deprivation of your “client”.