blitz

Simpler, Smarter, Faster

Program Administrator

Blitz Insurance Agency, LLC
www.blitzinsurance.com

General Inquiry: underwriting@blitzinsurance.com - 1 (877) 442-5489

Claim Reporting: claims@blairandco.net

Sierra Specialty Insurance Company (A Stock Insurance Company)
A- (Excellent) XV by A.M. Best

The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, Chapter 28, Guaranty Associations.

BLZ AC 100 01 22

56 Broad St, STE 14110
Boston, MA 02109
Phone: 1 (877) 442-5489

COMMON POLICY DECLARATIONS

Sierra Specialty Insurance Company
4455 LBJ Freeway, Suite 700
Dallas, TX 75244

Policy Number	Policy Period
Policy #: Application #: Prior Policy #: NEW	to At 12:01 AM Standard Time of First Named Insured Address

ITEM ONE - Named Insured and Address				
Legal Business Name	**Doing Business As**	**Mailing Address**	**Business Address**	**Business type**

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.

ITEM TWO - Business Description
Builders Risk Specimen

ITEM THREE - Product Premiums

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Product	Premium
Builder's Risk	$
Contractors Inland Marine Bundle	$
General Liability	$
Premium shown is payable:	$
Blitz Broker Fee (Non-Taxable)	$
Stamping Fee	$
Surplus Lines Tax	$
Total:	$

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT TIME OF ISSUE - SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Surplus Lines Agent
Melissa DeAngelo
56 Broad St, STE 14110
Boston, MA 02109
Blitz Insurance Agency, LLC
6003828
Melissa DeAngelo

Address for Notices of Premium Finance

Blitz Insurance Agency, LLC
56 Broad St, STE 14110
Boston, MA 02109

Read Your Policy Carefully

This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative

President

Secretary

Forms List

Form Number	Form Name
Policy Cover Page	POLICY COVER PAGE
BLZ AC 100 01 22	COMMON POLICY DECLARATIONS
BLZ AC 118 01 22	FORMS LIST
IL 00 17 11 98	COMMON POLICY CONDITIONS
BLZ AC 124 03 24	AMENDMENT TO COMMON POLICY CONDITIONS
BLZ AC 105 04 25	MINIMUM EARNED PREMIUM ENDORSEMENT
IL 00 03 09 08	CALCULATION OF PREMIUM
BLZ AC 128 07 24	POLICY CANCELLATION DISCLAIMER
BLZ AC 104 02 24	CLAIMS NOTIFICATION
CPS33007 1024	POLICYHOLDER NOTICE - SERVICE OF PROCESS
BLZ AC 115 05 24	FRAUD STATEMENT
BLZ AC 107 01 22	US TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) - NOT PURCHASED
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
BLZ AC 120 01 22	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
BLZ AC 106 01 22	SANCTION LIMITATION AND EXCLUSION CLAUSE
IL P 001 01 04	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION
BLZ AC 123 12 22	EXCLUSION - ELECTRONIC MEDIA
BLZ AC 113 01 22	ACTIVE LICENSE WARRANTY
BLZ IM 200 04 24	BUILDERS RISK DECLARATIONS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
BLZ IM 201 11 24	BUILDERS RISK COVERAGE FORM
IH 70 04 05 17	EXISTING BUILDING OR STRUCTURE COVERAGE
IH 99 21 12 13	ORDINANCE OR LAW COVERAGE
IH 99 15 05 17	DELAY IN COMPLETION COVERAGE
BLZ IM 202 09 25	CONTRACTORS INLAND MARINE BUNDLE
BLZ IM 206 04 24	PROJECT PROTECTIVE SAFEGUARDS
BLZ IM 203 04 24	CYBER INCIDENT EXCLUSION
BLZ IM 205 04 24	EXCLUSION - EXISTING DAMAGE
BLZ IM 208 04 24	EXCLUSION - SINKHOLE AND CATASTROPHIC GROUND COVER COLLAPSE
BLZ IM 204 04 24	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IH 70 07 05 17	PRODUCTION MACHINERY EXCLUSION
BLZ GL 100 01 22	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM - OCCURRENCE
BLZ GL 293 07 25	AMENDED POLICY PERIOD ENDORSEMENT
BLZ GL 294 07 25	OTHER INSURANCE CONDITIONS

Form Number	Form Name
BLZ GL 295 07 25	LIMITS OF INSURANCE ENDORSEMENT - EXTENDED POLICY PERIOD
CG 21 45 07 98	EXCLUSION - DAMAGE TO PREMISES RENTED TO YOU
BLZ GL 225 01 24	AMENDMENT OF CONDITIONS
BLZ GL 167 03 24	ASSAULT AND/OR BATTERY LIMITED LIABILITY
BLZ GL 117 04 25	AUDIT PREMIUMS - AMENDATORY ENDORSEMENT
CG 40 28 09 22	BROAD ABUSE OR MOLESTATION EXCLUSION
CG 21 32 05 09	COMMUNICABLE DISEASE EXCLUSION
BLZ GL 126 04 24	CONTRACTORS WARRANTY
CG 21 39 10 93	CONTRACTUAL LIABILITY LIMITATION
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
BLZ GL 248 04 25	DEFENSE COSTS AND SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMITS OF INSURANCE
BLZ GL 205 02 24	EMPLOYEE BACKGROUND CHECK WARRANTY
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BLZ GL 177 12 23	EXCLUSION - ABSOLUTE AUTO AIRCRAFT AND WATERCRAFT LIABILITY
CG 21 06 12 23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
BLZ GL 290 07 25	EXCLUSION - ALL CONSTRUCTION OPERATIONS
BLZ GL 152 01 22	EXCLUSION - AMERICANS WITH DISABILITIES ACT
BLZ GL 161 04 24	EXCLUSION - ANIMAL
BLZ GL 206 02 24	EXCLUSION - ANY FIREARM OR OTHER WEAPON
BLZ GL 181 01 24	EXCLUSION - ASBESTOS
BLZ GL 211 02 24	EXCLUSION - BREACH OF CONTRACT
BLZ GL 216 01 24	EXCLUSION - CANCER
BLZ GL 189 01 24	EXCLUSION CONTINUING OR ONGOING DAMAGE AND OR COMPLETED WORK
CG 22 79 04 13	EXCLUSION - CONTRACTORS PROFESSIONAL LIABILITY
BLZ GL 204 04 24	EXCLUSION - CROSS LIABILITY
CG 40 35 12 23	EXCLUSION - CYBER INCIDENT
BLZ GL 173 12 23	EXCLUSION - DEMOLITION
CG 21 54 12 19	EXCLUSION - DESIGNATED OPERATIONS COVERAGE BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
BLZ GL 237 01 24	EXCLUSION - DESIGNATED OPERATIONS - DEBRIS REMOVAL
BLZ GL 238 01 24	EXCLUSION - DESIGNATED OPERATIONS - EXCAVATION GRADING
BLZ GL 240 05 25	EXCLUSION - DESIGNATED OPERATIONS - GENERAL CONTRACTOR
BLZ GL 232 05 25	EXCLUSION - DESIGNATED OPERATIONS
BLZ GL 279 02 25	EXCLUSION - EARTH MOVEMENT
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 22 50 04 13	EXCLUSION - FAILURE TO SUPPLY
BLZ GL 105 08 23	EXCLUSION - FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES
BLZ GL 129 01 22	EXCLUSION - FOR HAZARDS OF LEAD
BLZ GL 282 04 25	EXCLUSION - HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE
BLZ GL 184 01 24	EXCLUSION - HYDRAULIC FRACTURING

Form Number	Form Name
BLZ GL 194 07 25	EXCLUSION - INJURY TO WORKER
BLZ GL 207 02 24	EXCLUSION - INTELLECTUAL PROPERTY
BLZ GL 199 01 24	EXCLUSION - KNOWN INJURY OR DAMAGE - PERSONAL AND ADVERTISING INJURY
BLZ GL 179 12 23	EXCLUSION LOGGING OR LUMBERING
BLZ GL 217 01 24	EXCLUSION - MANGANESE
BLZ GL 253 02 24	EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS, BIOAEROSOLS OR ORGANIC CONTAMINANTS
BLZ GL 202 02 24	EXCLUSION - MULTI-UNIT HABITATIONAL CONVERSION
BLZ GL 102 08 23	EXCLUSION - NEW ENTITIES
BLZ GL 153 02 24	EXCLUSION - OCCUPATIONAL DISEASE
CG 21 73 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 40 32 05 23	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCE (PFAS)
BLZ GL 188 01 24	PRIOR COMPLETED WORK EXCLUSION - SPECIFIED DATE
CG 21 04 11 85	EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD
BLZ GL 120 01 22	EXCLUSION - RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)
BLZ GL 187 01 24	EXCLUSION ROOFING OPERATIONS OPEN ROOF
BLZ GL 182 01 24	EXCLUSION - SNOW REMOVAL, ICE REMOVAL OR PLOWING OPERATIONS
BLZ GL 125 10 24	EXCLUSION - SPECIFIED DISEASE
BLZ GL 191 01 24	EXCLUSION - SUBCONTRACTED WORK
BLZ GL 241 02 24	EXCLUSION - TAINTED DRYWALL MATERIAL
BLZ GL 109 01 22	EXCLUSION - TOTAL LIQUOR
BLZ GL 164 04 24	EXCLUSION - TOTAL PESTICIDES, PESTS AND BUGS, VIRUS, BACTERIA OR BIOLOGICAL CONTAMINANT
CG 21 42 12 04	EXCLUSION - UNDERGROUND PROPERTY DAMAGE HAZARD
CG 21 09 06 15	EXCLUSION - UNMANNED AIRCRAFT
CG 00 69 12 23	EXCLUSION - VIOLATION OF LAW ADDRESSING DATA PRIVACY
BLZ GL 175 02 25	EXCLUSION - WILDFIRE
BLZ GL 213 01 24	EXCLUSION - WORK HEIGHT ABOVE 60 FEET
BLZ GL 201 01 24	EXCLUSION - WORK IN THE STATE OF NEW YORK
BLZ GL 292 07 25	EXCLUSION - WORK ON EXISTING FOUNDATIONS
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION
BLZ GL 291 07 25	INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE
CG 21 44 04 17	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT, OR OPERATION
BLZ GL 118 01 22	NON-STACKING ENDORSEMENT
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
BLZ GL 174 12 23	UNDERGROUND UTILITY ENDORSEMENT
BLZ GL 203 02 24	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WRITTEN CONTRACT)
CG 20 01 12 19	PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
BLZ GL 214 02 24	ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

   □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This Endorsement modifies the Policy's Common Policy Conditions as follows:

The Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:

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.

The following paragraphs are added:

G. Cancellation Of One Coverage Part In Package Policy

1. We reserve the right to cancel separate coverage parts under this Policy, subject to the applicable Cancellation provision in the Policy. Our cancellation of one or more coverage parts shall not constitute a cancellation of the entire Policy unless otherwise indicated in the Notice of Cancellation.

2. In the event of Cancellation of one or more coverage parts of this Policy, we will return any premium refund due for the cancelled coverage part or parts only. We will not return premium for any coverage parts under this Policy that were not canceled.

H. Right to Rescind Singular Coverage Parts In Package Policy

1. In the event we resort to rescission, we reserve the right to rescind one or more coverage parts of the Policy on an individual or joint basis. Rescission of one or more coverage parts will not constitute rescission of the entire Policy unless so indicated in the notice of Rescission.

2. In the event of rescission by us of one or more coverage parts of this Policy, we will return your premium for the rescinded coverage part or parts only. We will not return premium for any coverage parts under this Policy that were not rescinded.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies and amends insurance provided under the following:

ALL COVERAGE PARTS

This endorsement sets forth the minimum earned premium for the policy. The minimum earned premium for this policy is calculated with the following:

1. The minimum and deposited premium for the annual policy period is**25%** of the total policy premium as shown on the policy declarations page plus any premium adjustment by endorsement and any additional premium developed by audit.
2. Audits that indicate a return premium will not reduce the minimum as stated in paragraph 1.
3. If the insured cancels this policy and the policy***is not*** subject to audit, the return premium will be the appropriate pro-rated amount of the unearned policy premium; however, in no event will the Company retain less than **25%** of the minimum earned premium shown in paragraph 1. above.
4. If the insured cancels this policy and the policy***is*** subject to audit, the earned premium will be determined by final audit; however, in no event will it be less than **25%** of the minimum premium as described in paragraph 1. above.
5. If the Company cancels the policy for any reason, other than for non-payment of premium, the return premium will be the appropriate pro-rated amount of the unearned policy premium without any minimum premium restrictions.
   a. If the policy **is** subject to audit, the Company has the right but is not required to determine the final earned premium by final audit.
6. If the Company cancels the policy for non-payment of premium, the premium will be calculated as follows:
   a. If the policy ***is not*** subject to audit, the return premium will be the appropriate pro-rated amount of the unearned policy premium; however, in no event will the Company retain less than 25% of the minimum earned premium shown in paragraph 1. above
   b. If the policy ***is*** subject to an audit, the Company has the right but is not required to determine the final earned premium by final audit. If no audit is performed the return premium will be the appropriate pro-rated amount of the unearned policy premium; however, in no event will it be less than 25% of the minimum premium as described in paragraph 1. Above
7. In the event of a total loss or a “constructive total loss” to Covered Property by a Covered Cause of Loss, the entire policy premium will be fully earned and no return premium will be due. “Constructive total loss” means the Covered Property damaged by a Covered Cause of loss is treated as a total loss because the cost of repairing the damaged Covered Property exceeds the actual cash value of the Covered Property at the time of loss.
8. For builder risk policies, in the event the insured project is completed prior to the policy expiration date, the premium will be fully earned and no return premium will be due.

All other terms and conditions of this policy remain unchanged.

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 GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
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.

POLICY CANCELLATION DISCLAIMER

NAME AND ADDRESS OF INSURANCE COMPANY:

Sierra Specialty Insurance Company
4455 LBJ Freeway, Suite 700
Dallas, TX 75244
NAIC #19208

NAME AND ADDRESS OF SERVICING COMPANY:

Blitz Insurance Agency, LLC
56 Broad St, STE 14110
Boston, MA 02109

NAME AND ADDRESS OF INSURED:

LINES OF BUSINESS:

- **Builders Risk**
- **General Liability**

POLICY NO:

EFFECTIVE DATE OF NOTICE:

NAME AND ADDRESS OF AGENT/BROKER:

Main St MGA
123 Main St
Chicago, IL 60610

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. YOUR INSURANCE OF THE ABOVE-MENTIONED POLICY WILL CEASE AT AND FROM THE HOUR AND DATE SET FORTH ABOVE IF THERE IS A FAILURE TO COMPLETE SUFFICIENT PAYMENT BY THE LISTED EFFECTIVE DATE OF NOTICE.

This cancellation is based on the following reason:

- **Non-payment of premium**

Note: You may continue the coverage and avoid the effect of the cancellation by payment of the premium due at any time prior to the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIMS NOTIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM

It is agreed that the following is hereby added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS
paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit:

e. You and any other involved insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Notice must be given to:

(1) Blitz Insurance Agency, LLC
c/o Blair & Company 3111
Attention: Claims
Department, Springbank
Lane, Suite C Charlotte,
NC 28226

or

(2) Via e-mail to: claims@blairandco.net

or

(3) Via phone to: (800) 487-1263

or

(4) Online at: https://www.blairandco.net/submit-a-claim/

POLICYHOLDER NOTICE – SERVICE OF PROCESS

Service of process for any suit instituted against Sierra Specialty Insurance Company concerning this Policy may be made upon the Superintendent, Commissioner, or Director of Insurance or other person specified for that purpose in the statute or his/her 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 behalf of the Insured or any beneficiary hereunder and arising out of this Policy.

Sierra Specialty Insurance Company has designated:

Mr. Stephen Ungar, Secretary
Sierra Specialty Insurance Company
c/o Service of Process Intake
800 Superior Ave. E., 21st Floor
Cleveland, OH 44114

as the person(s)/organization to whom the Superintendent, Commissioner, or Director of Insurance or other specified person is authorized to mail such process or a true copy thereof, in compliance with the applicable statutes governing said service of process in the state or jurisdiction in which a cause of action under this Policy arises.

FRAUD STATEMENT

General Statement:
Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties.

Applicable in CA: For your protection, California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in DC: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in NY: Applicable to all claim forms for insurance and all applications for commercial insurance and accident and health insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation

.Signature on file with carrier

Applicant's Signature	Date

U.S. TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) – NOT PURCHASED

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Company has made available coverage for “insured losses” directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended (“TRIA”) and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage, and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C)** applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
All states and locations as listed in the Declarations	Commercial Property Coverage Part, Commercial Inland Marine Coverage Part, Equipment Breakdown Coverage Part
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following definition is added with respect to the provisions of this endorsement:

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

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

B. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

C. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist 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 procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act 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 dangerousto 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.

Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Terrorism Risk Insurance Act.

Cap on Insurer Participation in Payment of Terrorism Losses

You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

Disclosure of Premium

Under federal law, you have thirty (30) days to consider this offer of coverage for loss resulting from certified acts of terrorism and submit the premium required. If we do not receive the quoted premium or if you send us a signed rejection of coverage, any terrorism exclusion nullified by the Terrorism Risk Insurance Act will be reinstated or added to your policy, as of the effective date of this new or renewing policy, and, you will not be covered for losses arising from terrorist acts, as defined in the Terrorism Risk Insurance Act that was previously excluded.

Acceptance or Rejection of Terrorism Insurance Coverage

____ I hereby elect to purchase terrorism coverage for a prospective premium of 5% of the total premium, subject to a $250 minimum premium, excluding taxes and fees

__[X]__ I hereby decline to purchase terrorism coverage for certified acts of terrorism.
I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Signature on file with carrier
Policyholder/Applicant's Signature

Insurance Co:

Name Insured: Date:

SANCTION LIMITATION AND EXCLUSION CLAUSE

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

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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

(1) Computer hardware, including microprocessors;

(2) Computer application software;

(3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

B. If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

(a) Any "nuclear reactor";

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC MEDIA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The coverage under this policy does not apply to any loss, injury, damage, claim or "suit", including but not limited to any "bodily injury", "property damage", or "personal and advertising injury", based upon or arising directly or indirectly out of any:

1. Misdirection of electronic mail, communications or other electronic media, including but not limited to any media or communications sent through any intranet, extranet, electronic chat room, bulletin board or through the use of any internet, cellular or other data-transmitting connection, including through any cellular phone or similar device;

2. Loss or interception of any client or customer information transmitted via electronic means by any insured or any other party, with or without the knowledge or consent of an insured;

3. Introduction of any unauthorized corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, or mutations of any of the preceding, to any computer system, server or network of any insured or any third party; or

4. Unintentional or unauthorized access, or access that exceeds authorization granted by an insured to any electronic device, computer, computer system, server or network, including but not limited to any ransomware or malware attack.

This exclusion applies regardless of whether the loss, injury, damage, "bodily injury", "property damage", or "personal and advertising injury" results from any intentional or unintentional act of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACTIVE LICENSE WARRANTY

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
COMMERCIAL PROPERTY
COMMERCIAL AUTO LIABILITY

As a condition of coverage provided under the policy(s) to which this endorsement is attached, the Named insured must at all times during the policy term:

(1) Hold an active and valid license in good standing issued by each State where the insured's business operation(s) take place.

(2) Hold an active and valid license for the type of cannabis or hemp operation(s) conducted by the Named Insured, if applicable.

(3) Hold all licenses, permits or other authorizations required by all applicable local jurisdictions relating to the insured's operation(s) that are active, valid and in good standing.

All other terms and conditions of the policy remain unchanged.

BLZ IM 200 04 24

56 Broad St, STE 14110
Boston, MA 02109
Phone: 1 (877) 442-5489

BUILDERS RISK DECLARATIONS

Sierra Specialty Insurance Company
4455 LBJ Freeway, Suite 700
Dallas, TX 75244

Policy Number	Policy Period
Policy #: Application #: Prior Policy #: NEW	to At 12:01 AM Standard Time of First Named Insured Address

Project Details

Job Site of Construction Project	Project Type	Project Description

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.

Premium Summary

Line of Business	Premium
Builder's Risk	$
Contractors Inland Marine Bundle	$
Total Premium	$

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT TIME OF ISSUE - SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Project Schedule

The following coverages and limits apply to each described project as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements.

Address

Builders Risk Coverages		
	Deductible	$5,000.00
	Coinsurance	80% Coinsurance
Coverage	**Limit**	**Premium**
Property at Job Site - Renovation (RCV Valuation)	$70,000.00	$
Existing Buildings or Structures (ACV Valuation)	$500,000.00	$
Ordinance or Law A	Included	$
Ordinance or Law B	$7,000.00	$
Ordinance or Law C	$7,000.00	$
Property at any Temporary Storage Location	$10,000.00	$
Property in Transit	$10,000.00	$
Debris Removal	$5,000.00	$
False Pretense	$5,000.00	$
Limited Coverage For Fungi, Wet, Rot and Dry Rot	$15,000.00	$
Rewards	$10,000.00	$
Site Preparation Costs	Included	$
Claim Preparation Costs	$10,000.00	$
Contractual Penalties	$2,500.00	$
Fire Department Service Charge	$1,000.00	$
Fire Extinguishing System Expense	$10,000.00	$
Lawns, Trees, Shrubs and Plants	$10,000.00	$
Pollutant Cleanup And Removal	$10,000.00	$
Preservation Of Property Expense	$10,000.00	$
Temporary Structures Expense	$10,000.00	$
Valuable Papers And Records	$10,000.00	$
	Total Premium	$

Delay in Completion Coverages		
	Waiting Period	72 Hours
Coverage	**Limit**	**Premium**
Delay in Completion - Soft Costs	$10,000.00	$
Delay in Completion - Business Income (Max Period of Indemnity: 12 months; 1/6 Monthly Limit of Indemnity)	$10,000.00	$
Delay in Completion - Rental Value	$10,000.00	$
	Total Premium	$

Contractors Inland Marine Coverages		
	Deductible	$
Coverage	**Limit**	**Premium**
Contractor's Equipment and Miscellaneous Tools	$2,500.00	$
Installation Floater	$2,500.00	Included
Contractors' Equipment Rental Reimbursement	$2,500.00	Included
	Total Premium	$

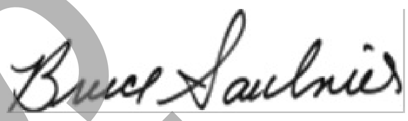
Coverage Modifications
Fenced Protective Safeguard Applies
Lighted Protective Safeguard Applies
Locked Windows & Doors Protective Safeguard Applies
Hot Work Watch Person Protective Safeguard Applies
Production Machinery Exclusion Applies

Read Your Policy Carefully

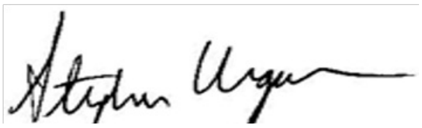
This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative



President



Secretary

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in **1.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. **Pair Or Set**

   In case of loss or damage to any part of a pair or set we may:
   a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
   b. Pay the difference between the value of the pair or set before and after the loss or damage.
2. **Parts**

   In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and

2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or

3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

BUILDERS RISK COVERAGE FORM

In return for "your" payment of the required premium "we" provide the coverage herein subject to the terms and conditions of the Builders Risk Coverage, Declarations, Policy Conditions and Endorsements.

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. 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 Section **F.** Definitions.

A. Coverage

We cover for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. Covered Property means the following property while in the course of construction, erection or fabrication at the job site of the construction project described in the Declarations:

(1) Property that is intended to be permanently in or on the building or structure consisting of the following:

(a) Building materials and supplies;

(b) Fixtures and machinery; and

(c) Equipment used to service the building;

(2) Foundations of a building or structure;

(3) Temporary structures built or assembled, including false-work, cribbing, scaffolding and construction forms; and

(4) Paved surfaces, paving materials and supplies, fences and outdoor fixtures.

b. Coverage for Covered Property described in Paragraph **A.1.a.** is extended while such property is:

(1) At a "temporary storage location"; if the property has been designated to become a permanent part of a covered building or structure at the job site, or

(2) In transit except while ocean marine coverage applies.

c. Coverage Ceases

The insurance provided by this Coverage Form will end when one of the following first occurs:

(1) This Policy expires or is cancelled;

(2) The Covered Property is accepted by the owner or purchaser;

(3) Your interest in the Covered Property ceases;

(4) When Covered Property is rented to or leased to others;

(5) You abandon the construction with no intention to complete it; or

(6) Unless we specify otherwise in writing:

(a) 30 days after construction is complete

2. Property Not Covered

Covered Property does not include:

a. Existing buildings or structures to which improvements, alterations, repairs or additions are being made;

b. Land (including land on which the property is located) or water;

c. Lawns, trees, shrubs or plants;

d. Contractor's equipment and tools; or

e. Waterborne Property

3. Covered Causes Of Loss

Covered Causes of Loss means direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

4. Additional Coverages

The Limits of Insurance shown in Paragraph **A.4.** Additional Coverages are provided within, not in addition to, the Limit Of Insurance stated in the Declarations as applicable to the Covered Property, except with respect to Debris Removal Additional Coverage in Paragraph **A.4.a.(3).**

a. Debris Removal

(1) We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of the direct physical loss or damage.

(2) The most we will pay under this Additional Coverage is the lesser of 25% of:

(a) The amount we pay for the direct physical loss or damage to Covered Property; plus the deductible in this Policy applicable to that loss or damage; or

(b) The applicable Limit of Insurance for Covered Property:

(i) At the Job Site;

(ii) At a "temporary storage location"; or

(iii) In Transit;

where the loss occurs, plus the deductible in this Policy applicable to that loss or damage.

(3) Payment under this Additional Coverage will not increase the applicable Limit of Insurance, but if:

(a) The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or

(b) The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional $5,000, unless a different Limit Of Insurance is shown in the Declarations, in any one occurrence under the Debris Removal Additional Coverage.

(4) This Additional Coverage does not apply to costs to:

(a) Extract "pollutants" from land or water; or

(b) Remove, restore or replace polluted land or water. or

(c) Remove or transport polluted property or debris away from the property, even if required by law

b. False Pretense

We will pay for loss or damage to Covered Property when you, your agents, consignees or customers voluntarily part with the covered property due to:

(1) Having accepted false bills of lading or shipping receipts; or

(2) Someone causing you to voluntarily part with the covered property by trick, scheme, device or under false pretense.

Coverage is excluded for loss or damage to property which is otherwise covered, when the person committing the wrongful act is an employee.

The most we will pay under this Additional Coverage is $5,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

c. Limited Coverage For "Fungi", Wet Rot And Dry Rot

(1) The coverage described in Paragraphs **(2)** and **(5)** only applies when "fungi", or wet or dry rot is the result of one or more of the Covered Causes of Loss, except fire or lightning, or Water Damage, if Water Damage Coverage is provided under this Policy, that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after the time of the occurrence.

(2) We will pay for loss or damage to Covered Property by "fungi", or wet or dry rot. As used in this Limited Coverage, the term loss or damage means:

(a) Direct physical loss or damage to Covered Property caused by "fungi", or wet or dry rot, including the cost of removal of the "fungi", or wet or dry rot;

(b) The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungi", or wet or dry rot; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungi", or wet or dry rot is present.

(3) Unless a higher Limit Of Insurance for this coverage is shown in the Declarations, the most we will pay is $15,000 for loss or damage to Covered Property. Regardless of the number of claims, this Limit of Insurance is the most we will pay for the total of all loss or damage arising out of all occurrences of Covered Causes of Loss (other than fire or lightning) which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungi", or wet or dry rot, we will not pay more than a total of $15,000 even if the "fungi", or wet or dry rot continues to be present or active, or recurs, in a later policy period.

If the Declarations indicates that the Separate Locations Option applies, then the amount of coverage ($15,000, unless a higher amount is shown in the Declarations) is made applicable to separate locations as described in the Declarations. For each location so described, the amount of coverage is an annual aggregate limit, subject to the terms set forth above in this Paragraph **(3).**

(4) The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungi", or wet or dry rot, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungi", or wet or dry rot, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungi", or wet or dry rot causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

(5) The following, **(5)(a)** or **(5)(b),** applies only if Delay In Completion Coverage applies and only if all terms and conditions of the Delay in Completion Coverage endorsement are satisfied.

(a) If the loss which resulted in "fungi", or wet or dry rot does not in itself necessitate a "suspension" of "operations" but such "suspension" is necessary due to loss or damage to property caused by "fungi", or wet or dry rot, then our payment under Delay In Completion Coverage is limited to the amount of loss and/or expense sustained in a period of not more than 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

(b) If a covered "suspension" of "operations" was caused by loss or damage other than "fungi", or wet or dry rot but remediation of "fungi", or wet or dry rot prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days, or the number of days shown in the Declarations. The days need not be consecutive.

d. Rewards

(1) We will reimburse you for rewards paid as follows:

(a) Up to $1,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations, to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(i) Replacement Cost of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property.

(b) Up to $1,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations, to an eligible person for the return of stolen Covered Property, when loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

(i) Replacement Cost based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(ii) The amount determined by the loss settlement procedure applicable to the Covered Property returned.

(2) This Additional Coverage applies subject to the following conditions:

(a) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the necessary information or return the stolen Covered Property, and who is not:

(i) You or any family member;

(ii) Your employee or any of his or her family members;

(iii) An employee of a law enforcement agency;

(iv) An employee of a business engaged in property protection;

(v) Any person who had custody of the Covered Property at the time the theft was committed; or

(vi) Any person involved in the crime.

(b) There will be no reimbursement for a reward paid unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(c) The amount of the reward is the most we will reimburse under this Additional Coverage for loss in any one occurrence.

(d) The insured must have posted public notice of the reward prior to the person having been first to voluntarily provide the necessary information or return the stolen Covered Property.

e. Site Preparation Costs

We will pay your costs incurred for excavating, grading, filling, backfilling and similar activity as a result of a Covered Cause of Loss at the job site described in the Declarations.

However, this Additional Coverage does not apply if the Builder's Risk Equipment Breakdown Protection Coverage endorsement is attached to this Policy.

5. Additional Coverages

The Limits of Insurance shown in Paragraph **A.5.** Additional Coverages are separate from, and will not reduce, the Limit Of Insurance shown in the Declarations as applicable to the Covered Property.

a. Claim Preparation Costs

We will reimburse you for your necessary and reasonable costs incurred at our request for the preparation of claim details for loss or damage to Covered Property that is caused by or results from a Covered Cause of Loss. Claim Preparation Costs do not include the following fees or expenses from:

(1) General public adjusters;

(2) Lawyers or any other legal fees;

(3) Insurance agents or brokers;

(4) Salary or wages of your employees; or

(5) Examinations under oath.

The most we will pay under this Additional Coverage is $2,500 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

b. Contractual Penalties

If the first named insured is the general contractor for the construction project described in the Declarations, we will pay for contractual penalties imposed by written contract between such general contractor and its customers. These penalties must:

(1) Result from failure to complete the construction project on time according to contract terms;

(2) Result from direct physical loss or damage to Covered Property by a Covered Cause of Loss; and

(3) Have been paid by such general contractor to its customers.

The most we will pay under this Additional Coverage is $2,500 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to $1,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations. Such limit is the most we will pay, regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

(1) Assumed by contract or agreement prior to loss; or

(2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

d. Fire Extinguishing Systems Expense

(1) We will pay:

(a) The cost of recharging your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) or replacing the fire extinguishers or fire extinguishing systems, whichever is less, when the need to recharge or replace is caused by a Covered Cause of Loss; and

(b) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguishing system.

(2) No coverage will apply if the fire extinguishing system is discharged during installation or testing.

(3) The most we will pay under this Additional Coverage is $1,000 in any one occurrence, unless a different Limit Of Insurance is shown in the Declarations.

e. Lawns, Trees, Shrubs And Plants

We will pay for loss or damage to lawns, trees, shrubs and plants for the construction project described in the Declarations. Coverage is provided for the "specified causes of loss" except for the Causes of Loss of:

(1) Wind; or

(2) Weight of snow, ice or sleet.

Such lawns, trees, shrubs, and plants are covered while at the job site, a "temporary storage location" and in transit.

The most we will pay for loss or damage under this Additional Coverage is $10,000 per occurrence, but not more than $500 for any one tree, shrub or plant, unless different Limits Of Insurance are shown in the Declarations. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Pollutant Cleanup And Removal

We will pay your expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting "pollutants" from the land or water.

The most we will pay under this Additional Coverage is $10,000, unless a different Limit Of Insurance is shown in the Declarations, for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this Policy.

g. Preservation Of Property Expense

We will pay the necessary expenses incurred to move or store at a "temporary storage location" Covered Property to preserve it from loss or damage by a Covered Cause of Loss.

The most we will pay under this Additional Coverage is $10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations. This Additional Coverage shall not exceed 90 days from the time the Covered Property is first moved.

h. Temporary Structures Expense

We will pay your expense incurred to re-erect temporary structures, including false-work, cribbing, scaffolding and construction forms, due to loss or damage that is caused by or results from a Covered Cause of Loss to Covered Property in **A.1.a.(1)**, **(2)** and **(4).** The most we will pay under this Additional Coverage is $10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

i. Valuable Papers And Records

We will pay your costs to research, replace or restore the lost information on lost or damaged "valuable papers and records" for the construction project described in the Declarations that is caused by or results from a Covered Cause of Loss. This includes "valuable papers and records", which exist on electronic or magnetic media, for which duplicates do not exist. This Additional Coverage applies only to "valuable papers and records" while at the job site shown in the Declarations.

The most we will pay under this Additional Coverage is $10,000 per occurrence, unless a different Limit Of Insurance is shown in the Declarations.

6. Coverage Options

a. Earthquake-Volcanic Eruption

If a Limit Of Insurance for Earthquake-Volcanic Eruption is shown in the Declarations, the Earth Movement Exclusion in the Exclusions Section does not apply to the extent it conflicts with the following Covered Causes of Loss added:

(1) Earthquake; and

(2) Volcanic Eruption, meaning the eruption, explosion or effusion of a volcano.

All Earthquake shocks or Volcanic Eruptions that occur within a 168-hour period will constitute a single Earthquake or Volcanic Eruption. The expiration of this Policy will not reduce the 168-hour period.

This Coverage Option is included within the Limits of Insurance applicable to the Covered Property at the job site where the loss occurred.

The Limit of Insurance for Earthquake-Volcanic Eruption is an annual aggregate limit and as such is the most we will pay for the total of all loss or damage that is caused by Earthquake or Volcanic Eruption in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one Earthquake or Volcanic Eruption during that period of time. Thus, if the first Earthquake or Volcanic Eruption does not exhaust the Limit of Insurance, then the balance of that Limit is available for a subsequent Earthquake(s) or Volcanic Eruption(s).

If a single Earthquake or Volcanic Eruption begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance applicable to the following annual policy period will **not** apply to such Earthquake or Volcanic Eruption.

b. Water Damage

If a Limit Of Insurance for Water Damage is shown in the Declarations, Paragraphs **f.(1)**, **f.(2), f.(3), and f.(4)** under the Water Exclusion in the Exclusions Section are deleted.

This Coverage Option is included within the Limits of Insurance applicable to the Covered Property at the job site where the loss occurred.

The Limit of Insurance for Water Damage is the most we will pay in a single occurrence of Water Damage for loss or damage caused by the following Covered Causes of Loss:

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge); or

(2) Mudslide or mudflow.

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

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

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings

If there is more than one Water Damage in a 12-month period (starting with the beginning of the present annual policy period), the most we will pay for the total of all loss or damage sustained during that period of time and caused by the Covered Causes of Loss in Paragraphs **(1)** and **(2)** is the amount that is identified as the Annual Aggregate for Water Damage as shown in the Declarations.

If the Limit of Insurance and the Annual Aggregate amount are the same, or if there is no amount stated as an Annual Aggregate, then the Limit of Insurance is the most we will pay for the total of all loss or damage that is caused by the Covered Causes of Loss in Paragraphs **(1)** and **(2)** in a 12-month period (starting with the beginning of the present annual policy period), even if there is more than one occurrence of Water Damage during that period of time. Thus, if the first Water Damage does not exhaust the applicable Limit of Insurance, then the balance of that Limit is available for a subsequent Water Damage(s).

If a single occurrence of Water Damage begins during one annual policy period and ends during the following annual policy period, any Limit of Insurance or Annual Aggregate applicable to the following annual policy period will not apply to that Water Damage.

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Ordinance Or Law

(1) The enforcement of or compliance with any ordinance or law:

(a) Regulating the construction, use or repair of any property; or

(b) Requiring the tearing down of any property, including the cost of removing its debris.

(2) This exclusion applies whether the loss or damage results from:

(a) An ordinance or law that is enforced even if the property has not been damaged; or

(b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

b. Earth Movement

(1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

(2) Landslide, including any earth sinking, rising or shifting related to such event;

(3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

(4) Earth sinking (other than sinkhole collapse), rising or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in Paragraphs **b.(1)** through **b.(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion;

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a), (5)(b)** and **(5)(c),** all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to Covered Property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused.

This exclusion does not apply to "computer equipment", property in transit or "valuable papers and records".

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

e. War And Military Action

(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.

f. Water

(1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

(2) Mudslide or mudflow;

(3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

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

(a) Foundations, walls, floors or paved surfaces;

(b) Basements, whether paved or not; or

(c) Doors, windows or other openings; or

(5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph **(1), (3)** or **(4),** or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5),** is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs **(1)** through **(5),** results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

This exclusion does not apply to "computer equipment", property in transit or "valuable papers and records".

g. Fungi, Wet Rot And Dry Rot

Presence, growth, proliferation, spread or any activity of "fungi", or wet or dry rot.

But if "fungi", or wet or dry rot results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply:

(1) When "fungi", or wet or dry rot results from fire or lightning; or

(2) To the extent that coverage is provided in the Additional Coverage – Limited Coverage For "Fungi", Wet Rot And Dry Rot with respect to loss or damage by a cause of loss other than fire or lightning.

h. Virus, Bacterium Or Other Microorganism

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

This exclusion applies to all coverage under all forms and endorsements that comprise this Coverage Part, including, but not limited to, forms or endorsements that cover business income, extra expense or action of civil authority.

i. Below Ground Water And Backup Of Sewer And Drain

(1) Any loss or damage to Covered Property caused by or resulting from water or waterborne material:

(a) Which backs up through or overflows or is otherwise discharged from a sewer or drain;

(b) Which overflows or is otherwise discharged from a sump, sump pump or related equipment, even if the overflow or discharge results from mechanical breakdown of a sump pump or its related equipment. However, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown; or

(c) Under the ground surface pressing on, or flowing or seeping through:

i. Foundations, walls, floors or paved surfaces;

ii. Basements, whether paved or not; or

iii. Doors, windows or other openings.

j. Testing

Any loss or damage to Covered Property while at the job site caused by or resulting from a "breakdown" of "covered equipment" during "testing".

k. Freezing

We will not pay for any loss or damage, directly or indirectly, caused by discharge, leakage, or overflow from within a plumbing system, heating system, fire protective system or appliances caused by freezing unless:

(1) You have not turned on water utility service to the job site; or

(2) Have had a professional plumber drain all plumbing systems, heating systems, fire protection systems, and appliances; or

(3) Maintain interior envelope of building or structure temperature to a minimum of 60 degrees Fahrenheit

l. Collapse

Any loss or damage to Covered Property due to collapse, including any of following conditions of property or any part of the property:

(1) An abrupt falling down or caving in;

(2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in: or

(3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to Paragraph 1. or 2. above.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

a. Theft from any unattended vehicle, unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

b. Delay, loss of use, loss of market or any other consequential loss.

c. Unexplained disappearance.

d. Shortage found upon taking inventory.

e. Dishonest or criminal act (including theft) committed by:

(1) You, any of your partners, "employees" (including temporary employees and leased workers), officers, directors, trustees or authorized representatives;

(2) A manager or a member if you are a limited liability company; or

(3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your "employees" (including temporary employees and leased workers) or authorized representatives; but theft by your "employees" (including temporary employees and leased workers) or authorized representatives is not covered.

f. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:

(1) Electrical or electronic wire, device, appliance, system or network; or

(2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

g. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense, except as provided in the Additional Coverages section, **A.4.b.** False Pretense.

h. Unauthorized instructions to transfer property to any person or to any place.

i. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

j. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

k. Rain, sleet, ice or snow that enters the interior of a building or structure described in the Declarations.

However, this exclusion does not apply when the exterior of the building or structure is completed. The exterior of a building or structure is considered completed when it is fully weather resistant and all of its components and systems have been completely and permanently installed. These components and systems include, but are not limited to:

(1) The roof, exterior walls (including siding), windows, doors and vents; and

(2) Drainage, electrical, mechanical, ventilation, heating and air-conditioning systems.

But Exclusion **B.3.a.** still applies.

l. We will not pay for the following explosion:

(1) Explosion of alcohol stills, steam boilers, steam generators, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

(2) Electric arcing;

(3) Rupture or bursting of water pipes;

(4) Rupture, bursting or operation of pressure relief devices; or

(5) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water.

But, if explosion of alcohol stills, steam boilers, steam generators, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Wear and tear.

e. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.

f. Mechanical breakdown;

g. Insects, vermin, rodents.

h. Rust or other corrosion, dampness, extremes of temperature.

i. Settling, cracking, shrinking, bulging or expansion.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage before applying the applicable Limit of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage in excess of the Deductible, up to the applicable Limit of Insurance.

The Deductible does not apply to Covered Property in transit.

E. Additional Conditions

1. The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

a. We will determine the value of Covered Property in the event of a loss or damage at replacement cost as of the time of loss or damage. Replacement cost is the cost to replace Covered Property at the time of loss or damage without deduction for depreciation.

(1) You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage replacement cost provides if you notify us of your intent to do so within 180 days after the loss or damage.

(2) We will not pay on a replacement cost basis for any loss or damage:

(a) Until the lost or damaged property is actually repaired or replaced; and

(b) Unless the repairs or replacement is made as soon as reasonably possible after the loss or damage.

Instead we will pay on an actual cash value basis.

(3) We will not pay more for loss or damage on a replacement cost basis than the least of **(a), (b)** or **(c),** subject to Paragraph **(4)** below:

(a) The Limit of Insurance applicable to the lost or damaged property with other property;

(b) The cost to replace, on the same premises, the lost or damaged property with other property:

(i) Of comparable material and quality; and

(ii) Used for the same purpose; or

(c) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

If a building or structure is rebuilt at a new job site, the cost described in Paragraph **(b)** is limited to the cost which would have been incurred if the building or structure had been rebuilt at the original job site.

(4) The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

b. With respect to replacement cost on the property of others, the following limitation applies:

If an item(s) of property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

c. "Valuable papers and records", including those which exist on electronic or magnetic media (other than prepackaged software programs), at the cost of:

(1) Blank materials for reproducing the records; and

(2) Labor to transcribe or copy the records when there is a duplicate;

except as provided in the Additional Coverage.

2. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

a. Coverage Territory

(1) We cover property wherever located within:

(a) The United States of America (including its territories and possessions);

(b) Puerto Rico; and

(c) Canada.

(2) We also cover property being shipped by air within and between points in Paragraph **(1).**

b. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

We will not pay the full amount of any loss or damage if the value of the Covered Property at the time and location of the loss or damage times the Coinsurance percentage shown in the Declarations is greater than the Limit of Insurance for all Covered Property at that location.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of the Covered Property at the time and location of the loss or damage by the Coinsurance percentage;

(2) Divide the Limit of Insurance for the Covered Property at the location by the figure determined in Step **(1);**

(3) Multiply the total amount of loss or damage at the location, before the application of any deductible, by the figure determined in Step **(2);** and

(4) Subtract the deductible from the figure determined in Step **(3).**

We will pay the amount determined in Step **(4)** or the applicable Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This provision does not apply to the Additional Coverages.

F. Definitions

1. "Breakdown"

a. Means the following direct physical loss that causes damage to "covered equipment", and necessitates its repair or replacement:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure including rupture or bursting caused by centrifugal force; or

(3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time or provide instructions to "covered equipment";

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the "covered equipment" or any of its parts;

(6) The functioning of any safety or protective device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Computer equipment" means:

a. Your programmable electronic equipment that is used to store, retrieve and process data. It includes their component parts and air conditioning, fire suppression equipment and electrical equipment used exclusively in your computer operations; and

b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "data" and "media".

3. "Covered equipment"

a. Means and includes any:

(1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

(2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and

(3) Communication equipment, and "computer equipment";

b. Does not mean or include any:

(1) "Media";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any "covered equipment";

(4) Catalyst;

(5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(6) Vehicle, aircraft, self-propelled equipment or floating vessel including any "covered equipment" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(7) Dragline, excavation or construction equipment, including any "covered equipment" that is mounted upon or used solely with any one or more dragline(s), excavation or construction equipment;

(8) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, nonelectrical cable, chain, belt, rope, clutch plate, brake pad, nonmetal part or any part or tool subject to periodic replacement;

(9) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic, dental or pathological purposes including any "covered equipment" that is mounted upon or used solely with any one or more machine(s) or apparatus; or

(10) Equipment or any part of such equipment manufactured by you for sale.

4. "Data" means:

a. Data stored on "media"; and

b. Programming records used for electronic data processing or electronically controlled equipment.

5. "Extra expense" means the necessary expenses you incur during the "period of restoration" that you would not have incurred if the direct physical loss or damage had not occurred. However, "extra expense" does not include:

a. Expenses to repair or replace any other property, except to the extent that such expenses reduce the amount of loss that otherwise would have been payable under this Coverage Form; or

b. Expenses to research, replace or restore the lost information stored on Covered Property, except to the extent that such expenses reduce the amount of loss that otherwise would have been payable under this Coverage Form.

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

7. "Media" means electronic data processing, recording or storage media such as software, films, tapes, discs, drums or cells.

8. "Money" means:

a. Currency, coins and banknotes in current use and having a face value; and

b. Traveler's checks, register checks and money orders held for sale to the public.

9. "Operations" means your business activities that are dependent on Covered Property.

10. "Period of restoration" means that period of time that:

a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss to Covered Property; and

b. Ends on the date when such property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this Policy will not cut short the "period of restoration".

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

12. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or "other property" and includes:

a. Tokens, tickets, revenue and other stamps whether or not in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;

but does not include "money" or lottery tickets.

13. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke (including the emission or puff back of smoke, soot, fumes or vapors from a boiler, furnace or related equipment); aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; "sinkhole collapse"; volcanic action; falling objects; weight of snow, ice or sleet; "water damage".

a. "Sinkhole collapse" means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This Cause of Loss does not include:

(1) The cost of filling sinkholes; or

(2) Sinking or collapsing of land into man-made underground cavities.

b. Falling objects does not include loss or damage to:

(1) Personal property in the open; or

(2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. "Water damage" means:

(1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning, ventilation or other system or appliance (other than a sump system including its related equipment and parts), that is located on a job site and contains water or steam; and

(2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe that is located off a job site and is part of a municipal potable water supply system or municipal sanitary sewer system, if the breakage or cracking is caused by wear and tear.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this Policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

14. "Suspension" means the slowdown or cessation of "operations".

15. "Temporary storage location" means a location where Covered Property that is to become part of the construction project described in the Declarations is stored while waiting to be delivered to a job site.

16. "Testing" means any of the following:

a. Cold test – when equipment is operated under dry or no-load conditions;

b. Hot test – when equipment is being operated under load or operational conditions; and

c. Commissioning test – when equipment is operated for the establishment of specification requirements and for the training of the operational personnel.

17. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps and mortgages.

But "valuable papers and records" does not mean "money" or "securities".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXISTING BUILDING OR STRUCTURE COVERAGE

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM

A. Covered Property

With respect to Covered Property as set forth in Paragraph **A.1.a.**, Paragraph **A.2.a.** under **Property Not Covered** is deleted.

B. Additional Conditions

With respect to the coverage provided by this endorsement, the following conditions apply:

1. We will determine the value of the building or structure at Actual Cash Value as of the time of loss or damage unless the option for Replacement Cost is selected on the Declarations.

2. If during the policy period the building or structure where loss or damage occurs has had no "operations" for more than 60 consecutive days before that loss or damage occurs:

a. We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(1) Vandalism;

(2) Sprinkler leakage, unless you have protected the system against freezing;

(3) Building glass breakage;

(4) Water damage;

(5) Theft; or

(6) Attempted theft.

b. With respect to Covered Causes of Loss other than those listed in **B.2.a.(1)** through **B.2.a.(6)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
DIFFERENCE IN CONDITIONS COVERAGE FORM
RADIO AND TELEVISION TOWERS AND EQUIPMENT COVERAGE FORM

SCHEDULE

Premises Number	Building Number	Coverage A	Coverage B Limit Of Insurance	Coverage C Limit Of Insurance	Coverages B And C Combined Limit Of Insurance *
		☐	$	$	$
		☐	$	$	$
		☐	$	$	$

*Do **not** enter a Combined Limit of Insurance if individual Limits of Insurance are selected for Coverages **B** and **C,** or if one of these Coverages is not applicable.

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

A. Each Coverage – Coverage **A,** Coverage **B** and Coverage **C** – is provided under this endorsement only if that Coverage(s) is chosen by entry in the above Schedule and then only with respect to the building identified for that Coverage(s) in the Schedule.

B. Application Of Coverage(s)

The Coverage(s) provided by this endorsement applies only if both **B.1.** and **B.2.** are satisfied and are then subject to the qualifications set forth in **B.3.**

1. The ordinance or law:

a. Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and

b. Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

2. The building sustains direct physical damage:

a. That is covered under this Policy and as a result of such damage, you are required to comply with the ordinance or law; or

b. That is covered under this Policy and direct physical damage that is not covered under this Policy, and as a result of the building damage in its entirety, you are required to comply with the ordinance or law.

c. But if the damage is not covered under this Policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

3. In the situation described in **B.2.b.** above, we will not pay the full amount of loss otherwise payable under the terms of Coverages **A, B,** and/or **C** of this endorsement. Instead, we will pay a proportion of such loss, meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

(Section **H.** of this endorsement provides an example of this procedure.)

However, if the covered direct physical damage alone would have resulted in a requirement to comply with the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of Coverages **A, B** and/or **C** of this endorsement.

C. We will not pay under Coverage **A, B** or **C** of this endorsement for:

1. Enforcement of or compliance with any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", or wet or dry rot; or

2. The costs associated with the enforcement of or compliance with any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", or wet or dry rot.

D. Coverage

1. Coverage A – Coverage For Loss To The Undamaged Portion Of The Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **A** for the loss in value of the undamaged portion of the building as a consequence of a requirement to comply with an ordinance or law that requires demolition of undamaged parts of the same building.

Coverage **A** is included within the Limit Of Insurance shown in the Declarations as applicable to the covered building. Coverage **A** does not increase the Limit of Insurance.

2. Coverage B – Demolition Cost Coverage

With respect to the building that has sustained covered direct physical damage, we will pay the cost to demolish and clear the site of undamaged parts of the same building as a consequence of a requirement to comply with an ordinance or law that requires demolition of such undamaged property.

If the Coverage Form contains a Coinsurance provision, the provision does not apply to Demolition Cost Coverage.

3. Coverage C – Increased Cost Of Construction Coverage

a. With respect to the building that has sustained covered direct physical damage, we will pay the increased cost to:

(1) Repair or reconstruct damaged portions of that building; and/or

(2) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of a requirement to comply with the minimum standards of the ordinance or law.

However:

(1) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.

(2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

If the Coverage Form contains a Coinsurance provision, the provision does not apply to Increased Cost Of Construction Coverage.

b. When a building is damaged or destroyed and Coverage **C** applies to that building in accordance with Paragraph **3.a.**, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in Paragraph **3.a.:**

(1) The cost of excavations, grading, backfilling and filling;

(2) Foundation of the building;

(3) Pilings; and

(4) Underground pipes, flues and drains.

The items listed in Paragraphs **(1)** through **(4)** are deleted from Property Not Covered, but only with respect to the coverage described in this Paragraph **b.**

E. Loss Payment

1. All following loss payment provisions, **E.2.** through **E.5.,** are subject to the apportionment procedures set forth in Section **B.3.** of this endorsement.

2. When there is a loss in value of an undamaged portion of a building to which Coverage **A** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:

a. If the Replacement Cost Coverage Option applies and the property is being repaired or replaced, on the same or another premises, we will not pay more than the lesser of:

(1) The amount you would actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or

(2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.

b. If the Replacement Cost Coverage Option applies and the property is **not** repaired or replaced, or if the Replacement Cost Coverage Option does **not** apply, we will not pay more than the lesser of:

(1) The actual cash value of the building at the time of loss; or

(2) The Limit Of Insurance shown in the Declarations as applicable to the covered building.

3. Unless Paragraph **E.5.** applies, loss payment under Coverage **B** – Demolition Cost Coverage will be determined as follows:

We will not pay more than the lesser of the following:

a. The amount you actually spend to demolish and clear the site of the described premises; or

b. The applicable Limit Of Insurance shown for Coverage **B** in the Schedule.

4. Unless Paragraph **E.5.** applies, loss payment under Coverage **C** – Increased Cost Of Construction Coverage will be determined as follows:

a. We will not pay under Coverage **C:**

(1) Until the property is actually repaired or replaced, at the same or another premises; and

(2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

b. If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay under Coverage **C** is the lesser of:

(1) The increased cost of construction at the same premises; or

(2) The applicable Limit Of Insurance shown for Coverage **C** in the Schedule.

c. If the ordinance or law requires relocation to another premises, the most we will pay under Coverage **C** is the lesser of:

(1) The increased cost of construction at the new premises; or

(2) The applicable Limit Of Insurance shown for Coverage **C** in the Schedule.

5. If a Combined Limit Of Insurance is shown for Coverages **B** and **C** in the Schedule, Paragraphs **E.3.** and **E.4.** of this endorsement do not apply with respect to the building that is subject to the Combined Limit, and the following loss payment provisions apply instead:

The most we will pay, for the total of all covered losses for Demolition Cost and Increased Cost Of Construction, is the Combined Limit Of Insurance shown for Coverages **B** and **C** in the Schedule. Subject to this Combined Limit of Insurance, the following loss payment provisions apply:

a. For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

b. With respect to the Increased Cost Of Construction:

(1) We will not pay for the increased cost of construction:

(a) Until the property is actually repaired or replaced, at the same or another premises; and

(b) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

(2) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.

(3) If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

F. The terms of this endorsement apply separately to each building to which this endorsement applies.

G. Under this endorsement, we will not pay for loss due to any ordinance or law that:

1. You were required to comply with before the loss, even if the building was undamaged; and

2. You failed to comply with.

H. Example of proportionate loss payment for Ordinance Or Law Coverage Losses (procedure as set forth in Section **B.3.** of this endorsement).

Assume:

- Wind is a Covered Cause of Loss; Flood is an excluded Cause of Loss
- The building has a value of $200,000
- Total direct physical damage to building: $100,000
- The ordinance or law in this jurisdiction is enforced when building damage equals or exceeds 50% of the building's value
- Portion of direct physical damage that is covered (caused by wind): $30,000
- Portion of direct physical damage that is not covered (caused by flood): $70,000
- Loss under Ordinance Or Law Coverage **C** of this endorsement: $60,000

Step 1: Determine the proportion that the covered direct physical damage bears to the total direct physical damage.

$30,000 ÷ $100,000 = .30

Step 2: Apply that proportion to the Ordinance or Law loss.

$60,000 x .30 = $18,000

In this example, the most we will pay under this endorsement for the Coverage **C** loss is $18,000, subject to the applicable Limit of Insurance and any other applicable provisions.

Note: The same procedure applies to losses under Coverages **A** and **B** of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELAY IN COMPLETION COVERAGE

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
INSTALLATION COVERAGE FORM

A. Coverage

The following is added to **Coverage:**

1. Soft Costs

We will pay for the actual and necessary "soft costs" expense you sustain during the "period of delay" as a direct result of delay in the completion of "operations". The delay must be directly caused by loss or damage covered under this Coverage Form.

This coverage only applies to job sites for which a Limit Of Insurance applicable to "soft costs" is shown in the Declarations.

2. Business Income

We will pay for the actual loss of "business income" you sustain during the "period of delay" as a direct result of delay in the completion of "operations". The delay must be directly caused by loss or damage covered under this Coverage Form.

This coverage only applies to job sites for which a Limit Of Insurance applicable to "business income" is shown in the Declarations.

3. Rental Value

We will pay for the actual loss of "rental value" you sustain during the "period of delay" as a direct result of delay in the completion of "operations". The delay must be directly caused by loss or damage covered under this Coverage Form.

This coverage only applies to job sites for which a Limit Of Insurance applicable to "rental value" is shown in the Declarations.

B. Additional Coverage

1. Expense To Reduce Payment

We will pay any necessary expenses you incur to reduce the amount of "soft costs", loss of "business income" and loss of "rental value" payment during the "period of delay" under this endorsement.

2. Civil Authority

When a Covered Cause of Loss causes damage to property other than property at the described job sites, we will pay for the actual and necessary "soft costs" expenses, loss of "business income" and loss of "rental value" you sustain caused by action of civil authority that prohibits access to the described job sites, provided that both of the following apply:

a. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described job sites are within that area but are not more than one mile from the damaged property; and

b. The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage will apply for a period of up to four consecutive weeks from the date of that action.

Payment under these Additional Coverages will not increase the Limit of Insurance.

C. Additional Exclusions

We will not pay for:

1. Any "soft costs" expenses, loss of "business income" and loss of "rental value" caused by or resulting from:

a. Delay in rebuilding, repairing or replacing property, or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons charged with rebuilding, repairing or replacing the damaged property;

b. Suspension, lapse or cancellation of any license, lease or contract. But we will cover your "soft costs", loss of "business income" and loss of "rental value" if the suspension, lapse or cancellation results from a delay in completion of "operations" by a Covered Cause of Loss under the Coverage Form; or

c. Costs to test for, monitor or assess the existence, concentration or effects of "pollutants".

2. Any other indirect loss or damage.

D. Limits Of Insurance

The most we will pay for "soft costs" expense, loss of "business income" and loss of "rental value" in any one occurrence is the Limit Of Insurance shown in the Declarations.

However, if a Limit Of Insurance is shown in the Monthly Aggregate Limit for "soft costs", loss of "business income" or loss of "rental value" in the Declarations, then such limit shown is the most we will pay in any consecutive 30-day period after the beginning of the "period of delay" subject to the Limit of Insurance shown in any one occurrence for such coverage.

E. Additional Conditions

1. Resume "Operations"

In the event of loss or damage under your Coverage Form, you must resume all or part of your "operations" as quickly as possible.

2. Loss Determination

a. Soft Costs:

The amount of "soft costs" will be determined based on relevant sources of information, including:

(1) Your financial records and accounting procedures;

(2) Bills, invoices and other vouchers;

(3) Deeds, liens or contracts; and

(4) Construction records and project progress reports.

b. Business Income and Rental Value**:**

The amount of "business income" and "rental value" loss will be determined based on:

(1) The Net Income of "operations" before the occurrence of direct physical loss or damage;

(2) The likely Net Income of "operations" if no such direct physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of "operations" due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;

(3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

(4) Other relevant sources of information, including:

(a) Your financial records and accounting procedures;

(b) Bills, invoices and other vouchers;

(c) Deeds, liens or contracts; and

(d) Construction records and project progress reports.

F. Definitions

The following additional definitions apply to this endorsement:

1. "Business income" means:

a. Net Income (net profit or loss before income taxes) that would have been earned or incurred; and

b. Continuing normal operating expenses incurred, including payroll.

2. "Period of delay" means the period of time that:

a. Begins on the date the project would have been completed, had no loss occurred, following any waiting period shown in the Declarations; and

b. Ends on the actual date when the intended occupancy or operations of the building or structure for such project can commence.

The expiration date of this Policy will not cut short the "period of delay".

3. "Soft costs" means additional:

a. Interest expense on money you borrow to finance construction or reconstruction;

b. Real estate or property taxes;

c. Advertising and promotional expense;

d. Insurance expenses;

e. Commissions, legal and accounting costs and fees and administrative expenses incurred as a result of a necessary renegotiating of a lease or leases;

f. Architectural fees, building inspection and permit fees and charges;

g. Storage charges; and

h. Survey costs.

4. "Rental value" means the:

a. Total anticipated rental income from tenant occupancy of the project as a result of written lease agreements executed on or before the date of loss; and

b. Fair rental value of any portion of the project which is to be occupied by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS INLAND MARINE BUNDLE

This Endorsement modifies insurance provided under the following:

INLAND MARINE COVERAGE FORM

Various provisions in the Coverage Form restrict coverage. Read the entire Coverage Form 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. 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 **Section F. Definitions.**

COVERAGE	LIMIT
Contractors' Equipment and Miscellaneous Tools	
Installation Floater	
Contractors' Equipment Rental Reimbursement	

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

A. Coverage

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

a. "Contractors' equipment";
b. Miscellaneous tools; or
c. Installation floater

2. Property Not Covered

Covered property does not include:

a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
b. Aircraft or watercraft;
c. Accounts, bills, currency, deeds, money, notes securities and evidence of debt;
d. Buildings or structures at a "job site";
e. Equipment owned, leased or rented to others;
f. Plans, blueprints, designs or specifications;
g. Property while underground, underwater, airborne or waterborne;
h. Property which has become a part of any structure;
i. Land (including land on which the property is located) or water; or
j. "Stock".

3. Covered Causes of Loss

Covered Causes of Loss means direct physical loss of or damage to Covered Property except those causes of loss listed in Section **B. Exclusions.**

4. Coverage Extension

In addition to Section **C. Limits of Insurance:**

Contractors Equipment Rental Reimbursement

We will pay necessary expenses you incur for rental of "substitute contractors' equipment' when all of the following apply.

a. You sustain a loss to Covered Property caused by resulting from a Covered Cause of Loss;
b. The Covered Property is necessary to continue your normal operations or work in progress; and
c. You do not have the equivalent, "contractors' equipment" or "miscellaneous tools" available.

The most we will pay under this Coverage Extension for your rental expenses is the Contractors' Equipment Rental Reimbursement Limit shown in the Schedule above for any one loss. There is a three-day deductible period so you will be responsible for all expenses incurred during the first 72 hours following the loss for rental of "substitute contractors' equipment". The coverage will end when one of the following first occurs:

d. The "contractors' equipment" or "miscellaneous tools" are replaced
e. The "contractors' equipment" or "miscellaneous tools" are restored to service; o
f. The need for the "substitute contractors' equipment" no longer exists.

You must take all reasonable steps to repair or replace the "contractors' equipment" or "miscellaneous tools" and resume your normal business operations or work in progress as quickly as possible.

B. Exclusions

1. We will not pay for damage to Covered Property caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action
Seizure or destruction of Covered Property by order of governmental authority.

But we will pay for loss or damage to Covered Property caused by or resulting from acts of destruction ordered by a governmental authority taken at the time of a fire to prevent its spread.

b. Nuclear Hazard
Nuclear reaction or radiation, or radioactive contamination, however caused

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for loss or damage to Covered Property caused by that fire.

c. War And Military Action
(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.

d. Electrical Current or Charge
Loss or damage to Covered Property caused by electricity other than lightning unless fire ensues and then only for loss or damage to such Covered Property caused by such ensuing fire.

e. Repair or Maintenance of Covered Property
Any repair, adjusting, servicing, remodeling, or maintenance process involving Covered Property unless fire or explosion ensues, and then only for loss to Covered Property caused by such ensuing fire or explosion;

2. We will not pay for loss or damage to Covered Property caused by or resulting from any of the following:

a. Dishonest or criminal acts (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party.
This exclusion applies whether or not such dishonest or criminal act occurs during your normal hours of operation.

This exclusion does not apply to loss of Covered Property due to intentional acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives, however, theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered;

b. Unexplained disappearance;

c. Shortage discovered upon taking inventory;

d. Theft from any unattended vehicle unless at the time of theft the vehicle's windows, doors and compartments were closed and locked, and there are visible signs that the theft was the result of forced entry; or

e. Loss resulting from your failure to use reasonable means to save and preserve the property at the time and after any loss.

3. We will not pay for a loss or damage caused by or resulting from any of the following. But if loss or damage to Covered Property by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss:

a. Any loss resulting from mechanical or electrical breakdown or failure, including the cost and expense of repairing any defective part; or

b. Gradual deterioration, wear and tear, faulty design, obsolescence, rust, inherent vice, decay, loss of market, or loss of use.

C. **Limits of Insurance**

The most we will pay for loss or damage in any one occurrence is:

1. The Contractors' Equipment and Miscellaneous Tools Limit shown in the Schedule above for loss or damage to "contractors' equipment" or "miscellaneous tools".

a. You may allocate this limit of insurance among "contractors' equipment" or "miscellaneous tools" as you desire.

b. Subject to Paragraph **B.2.a.,** the most we will pay in any one occurrence for loss caused by theft of "miscellaneous tools" is $2,500.

2. The Installation Floater Limit shown in the Schedule above for loss or damage to Covered property within the "installation floater".

D. Deductible

1. We will not pay for loss or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds:

a. $1,000 for loss or damage to "contractors' equipment";

b. $1,000 for loss or damage to "miscellaneous tools" for all covered causes of loss except theft;

c. $1,000 for theft of "miscellaneous tools"; or

d. $1,000 in any one occurrence for loss or damage to property included within the "installation floater".

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible in Paragraph **1.** above. Only the highest applicable Deductible will be applied per occurrence.

2. We will then pay the amount of the adjusted loss or damage in excess of the Deductible described in Paragraph **1.** above, up to the applicable Limits of Insurance.

E. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and Commercial Inland Marine Conditions:

1. Valuation

The following is added to **Valuation** in the Commercial Inland Marine Conditions

a. In the event of loss or damage to "contractors' equipment" or "miscellaneous tools" owned by you and purchased new within a five year period prior to the loss or damage, we will determine the value of the "contractors' equipment" or "miscellaneous tools" at Replacement Cost (without deduction for depreciation).

(1) We will not pay more on a Replacement Cost basis than the lesser of:

(a) The cost to replace the "contractors' equipment" or "miscellaneous tools" with other "contractors' equipment" or "miscellaneous tools" of similar quality and capability and used for the same purpose; or

(b) The amount you actually spend that is necessary to repair or replace the "contractors' equipment" or "miscellaneous tools".

(2) We will pay on an Actual Cash Value basis until the lost or damaged "contractors' equipment" or "miscellaneous tools" is actually repaired or replaced.

(3) "Contractors equipment" or "miscellaneous tools" not repaired or replaced within 180 days of the date of loss or damage will remain on an Actual Cash Value basis, and will not be subject to Replacement Cost basis.

b. In the event of loss or damage to "contractors' equipment" or "miscellaneous tools" leased or rented from others, if the written lease or rental agreement requires that you insure the "contractors' equipment" or "miscellaneous tools" on a Replacement Cost basis, we will determine the value of the at Replacement Cost subject to Paragraphs **a.(1)(a)** through **a.(1)(c)** above.

c. In the event of a loss or damage to "installation floater" property, we will determine the value on a Replacement Cost basis.

2. Coverage Territory

This coverage applies only while to Covered Property is located within, or is in transit between, the continental United States, (Alaska and Hawaii while on land), the District of Columbia, and Canada, but subject always to the limitations, conditions, exclusions and exceptions stated herein.

3. Loss Payment

For Covered Property in which both you and a Loss Payee have an insurable interest, we will:

d. Adjust losses with you; and

e. Upon proof of the Loss Payee's insurable interest, pay any claim jointly to you and the Loss Payee, as interests may appear.

F. Definitions

1. Contractors' equipment" means your mobile machinery and equipment normally used in your contracting, servicing, installation, erection, fabrication, repair or moving operations or projects, and similar mobile machinery and equipment of others, that you lease or rent and that is in your care, custody or control.

2. "Installation floater" means all materials, supplies, fixtures, machinery and equipment of any nature whatsoever intended for installation:

- **a.** While at the "job site";
- **b.** While at any temporary storage location; or
- **c.** While in transit to a "job site".

3. Job site" means the premises where the Covered Property will be used or permanently located at completion of the construction, erection, fabrication or installation.

4. "Miscellaneous tools" means:

- **a.** Your portable powered and non-powered hand tools;
- **b.** Portable powered and non-powered hand tools that you borrow, rent or lease from others while in your care, custody, or control; and
- **c.** Property usually assembled and disassembled at job sites, including fences, scaffolding, cribbing, and temporary construction forms, such as false work.

5. "Substitute contractors' equipment" means substitute equipment similar to the "contractors' equipment" or "miscellaneous tools" used in your business operations that you must rent in order to continue as nearly as possible your normal business operations or work in progress due to loss or damage caused by or resulting from a Covered Cause of Loss to your "contractors' equipment" or "miscellaneous tools". "Substitute contractors' equipment" are only those items which are necessary:

- **a.** To continue your normal business operations; and
- **b.** You do not have other "contractors' equipment" available for similar use.

6. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

Limits and deductibles noted on this endorsement apply unless otherwise listed on the policy Declarations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROJECT PROTECTIVE SAFEGUARDS

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
INSTALLATION COVERAGE FORM

SCHEDULE

Job Site Of The Project	Protective Safeguards Symbols Applicable
1234 main st, Salt Lake City, UT 84044 (Builder)	P-1 P-2 P-11
	Describe any "P-11": Any job site entry or exit interior rooms with doors containing locks to prevent entry must be locked and secured when job site is left unattended. A fire watch person with a UL listed portable fire extinguisher having a rating not less than 2-A/10-B, and trained in its use, will be present at all hot work activities such as welding, soldering and thermal cutting operations and at least for 30 minutes following their completion; such operations shall cease 30 minutes prior to the end of the shift.
Additional requirements, if any, for engagement of an automatic burglary alarm or other automatic system listed in this Schedule (other than the requirements of Paragraph **A.2**):	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A.

The following is added to the Commercial Inland Marine **General Conditions**:

Protective Safeguards

As a condition of the coverage, you are required to:

1. Maintain the protective safeguards listed in the Schedule, and over which you have control, in complete working order;
2. Actively engage and maintain in the "on" position:
   a. At all times any automatic fire alarm or automatic sprinkler system listed in the Schedule.
   b. Any automatic burglary alarm listed in the Schedule during all non-work hours and whenever the job sites are unoccupied;

B.

Failure to maintain the Protective Safeguards required in **Paragraph A** would void insurance coverage for any loss which occurs at the job sites at any time while such required Protective Safeguards are not maintained.

C.

The protective safeguards to which this endorsement applies are identified by the following symbols:

"P-1" Fenced, fully enclosing job site with a chain link fence at a minimum of at least six feet in height and the gates locked during non-work hours.
"P-2" Lighted, during non-daylight hours to effectively illuminate the entire job site.
"P-3" Private Watchperson, that you employ

3. Actively engage an automatic burglary alarm or other automatic system, or parts thereof, in accordance with any other requirements, if any, indicated in the Schedule; and
4. Notify us if you know of any suspension of or impairment in any protective safeguard listed in the Schedule. However:
   a. Notification to us of the suspension of or impairment in an automatic burglary alarm system listed in the Schedule will not be necessary if you:
      1. Can restore full protection within 48 hours of the suspension or impairment;
      2. Provide at least one watchperson or other means of surveillance at the job site during all non-work hours and whenever the job sites are otherwise unoccupied; and
      3. Provide at least one watchperson or other means of surveillance at the job site during work hours if the Schedule requires that the job site or part thereof be protected during work hours.
   b. If part of an automatic sprinkler system is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection without 48 hours.

for duty to guard the job site during non-work hours making at least hourly rounds. (Indicate number of watchpersons in the Schedule.)

"P-4" Security Service, with recording system or watch clock, making hourly rounds covering the entire job site during non-work hours.

"P-5" Automatic Fire Alarm, protecting the building, that is:

a. Connected to a central station; or
b. Reporting to a public or private fire alarm station.

"P-6" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

a. Any automatic fire protective or extinguishing system, including connected:
   1. Sprinklers and discharge nozzles;
   2. Ducts, pipes, valves and fittings;
   3. Tanks, their component parts and supports; and
   4. Pumps and private fire protection mains.
b. When supplied from an automatic fire protective system:
   1. Non-automatic fire protective systems; and
   2. Hydrants, standpipes and outlets.

"P-7" Service Contract, with a privately owned fire department providing fire protection service to the job site.

"P-8" Video Surveillance, with recording system throughout the job site monitored through an outside central station or security service.

"P-9" Automatic Burglar Alarm System, protecting the building or structure that signals to:

a. An outside central station; or
b. A policy station.

"P-10" Automatic Burglar Alarm System, protecting the building or structure, that has a loud-sounding gong or siren on the outside of the building or structure.

"P-11" The protective system described in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER INCIDENT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE PART
BUILDERS RISK POLICY

A. The following exclusion is added to Paragraph B. Exclusions:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

Cyber Incident

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

B. Exceptions And Limitations

1. Fire Or Explosion

If a cyber incident as described in Paragraphs **A.1.** through **A.3.** of this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

SPECIMEN

EXCLUSION – EXISTING DAMAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE
BUILDERS RISK COVERAGE FORM

We will not pay for loss to covered property arising out of or resulting from "existing damage." Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

If, at the time of the loss, any loss or damages covered by a previous policy have not been fully and completely repaired, we will pay no more than the actual cash value for any loss or damage covered under this policy until the loss or damages covered by a previous policy have been fully and completely repaired.

For the purposes of this endorsement, "existing damage" means:

1. Any loss or damage that occurred prior to the effective date of coverage for the property regardless of whether such damages were apparent at the time coverage began under this policy or at a later date; or
2. Any loss or damages arising out of workmanship, repairs or lack of repairs arising from damage that occurred prior to the effective date of coverage for the property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:
COMMERCIAL INLAND MARINE
BUILDERS RISK COVERAGE FORM

EXCLUSION – SINKHOLE AND CATASTROPHIC GROUND COVER COLLAPSE LOSS

This policy does not cover any loss, damage, property damage, bodily injury or medical payments arising out of or caused directly or indirectly by a sinkhole, sinkhole activity, sinkhole collapse or catastrophic ground cover collapse.

This policy does not cover any claim, or the requirement to investigate and incur any expense associated with the investigation to determine a claim for sinkhole, sinkhole activity or sinkhole loss,

Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to such loss.

It is expressly understood that the insurer underwriting the policy is an unauthorized, eligible surplus lines insurer.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
BUILDERS RISK POLICY

A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements covering Covered Property and forms or endorsements covering business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

   However, this exclusion does not apply to loss or damage caused by or resulting from "fungi", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.

C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

D. The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:

   1. Exclusion of "Fungi", Wet Rot, Dry Rot And Bacteria; and
   2. Additional Coverage – Limited Coverage for "Fungi", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.

E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTION MACHINERY EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE FORM
INSTALLATION COVERAGE FORM

Definition **3.b.** "Covered equipment" in Section **F.** of the Coverage Form is amended to include the following paragraph:

3. "Covered equipment"

b. Does not mean or include:

(11) Production or process machine(s) or apparatus that processes, forms, cuts, shapes, grinds or conveys raw materials, materials in process or finished products including any "covered equipment" that is mounted upon or used solely with any one or more production or process machine(s) or apparatus.

BLZ GL 100 01 22

blitz

56 Broad St, STE 14110
Boston, MA 02109
Phone: 1 (877) 442-5489

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Sierra Specialty Insurance Company
4455 LBJ Freeway, Suite 700
Dallas, TX 75244

Policy Number	Policy Period
Policy #: Application #: Prior Policy #: NEW	to At 12:01 AM Standard Time of First Named Insured Address

ITEM ONE - Named Insured and Address

Legal Business Name	Doing Business As	Mailing Address	Business Address	Business type

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.

ITEM TWO - Business Description

Builders Risk Specimen

ITEM THREE - Schedule of Coverages

Coverage	Limit	Deductible	Premium
Premises Liability - Excluding Construction Operations - Occurrence	$1,000,000 Occurrence / $2,000,000 Aggregate	$1,000 Per Claim	$
Personal And Advertising Injury	$1,000,000 Per Occurrence	$1,000 Per Claim	Included
Medical payments	$5,000 Any One Person	N/A	Included
		Total Premium:	$

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

Retroactive Date: N/A

Schedule of Locations - Premises & Operations

The following coverages and limits apply to each described property as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements.

Address

Project Type: Significant Non Structural Renovation
Intended Occupancy: Single Family Residential

Classification	Exposure	PremOps Rate
Vacant Buildings - not factories - Other than Not-For-Profit	2300 Square Feet	$ per Thousands of Square Feet
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	$20,000.00 Total Cost	$ per $1,000 Total Cost
Estimated Annual Premium (Subject to Audit):		

Schedule of Classifications - Products and Completed Operations

The following coverages and limits apply to each described property as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements.

Classification	Exposure	ProdOps Rate
Vacant Buildings - not factories - Other than Not-For-Profit† † subject to the General Aggregate Limit	2300 Square Feet	Included
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings	$20,000.00 Total Cost	$ per $1,000 Total Cost
Estimated Annual Premium (Subject to Audit):		
Audit Period: Annually		

Coverage Modifications
Exclusion - Subcontracted Work Applies
$100,000 Sublimit For Assault And/Or Battery Applies
Exclusion - Work In The State of NY Applies
Contractors Warranty
Exclusion - All Construction Operations
Exclusion - Contractors - Professional Liability
Exclusion - Continuing or Ongoing Damage And/or Completed Work
Exclusion - Designated Operations - Debris Removal
Exclusion - Hazards in Connection With An Electronic Smoking Device
Exclusion - Hydraulic Fracturing
Exclusion - Injury to Worker
Exclusion - Manganese

Exclusion - Multi-Unit Habitational Conversion

Exclusion - Tainted Drywall Material

Exclusion - Work Height Above 60 Feet

Independent Contractors Limitation of Coverage

Limitation of Coverage to Designated Premises, Project, or Operation

Exclusion - Prior Completed Work - Specified Date Applies

Defense Costs and Supplementary Payments Included Within the Limits of Insurance

Exclusion - Designated Operations Covered By A Controlled (Wrap-Up) Insurance Program

Exclusion - Exterior Insulation and Finish Systems

Exclusion - Microorganisms, Biological Organisms, Bioaerosols, or Organic Contaminants

Exclusion - Work on Existing Foundations

Roofing Operations Open Roof Exclusion Applies

Contractual Liability Limitation

Additional Insureds		
Form Description	**Form Number**	**Premium**
Specified Relationships	BLZ GL 214 02 24	$
Primary and Noncontributory - Other Insurance Condition	CG 20 01 12 19	$
Waiver of Subrogation Blanket	BLZ GL 203 02 24	$
Total		**$**

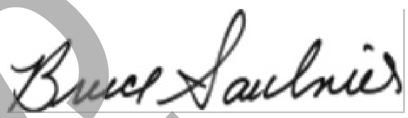
Optional Premium Charges for Additional Insureds coverage are fully earned

Read Your Policy Carefully

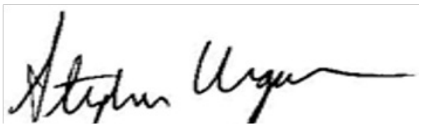
This policy is a legal contract between you and us. The information on this page is not the insurance contract and only the actual policy provisions will control. The policy sets forth in detail the rights and obligations of both you and us. **It is therefore important that you read your policy carefully.**

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of the policy.

This policy is signed by the President and Secretary of the insurance company and, if required by State law, this policy shall not be valid unless countersigned on the Declaration page by its authorized representative



President



Secretary

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

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

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

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

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

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

f. Pollution

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

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

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

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

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

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

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

(i) Any insured; or

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

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

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

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

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

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

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

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

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

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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

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

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

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

a. Medical expenses under Coverage **C;**

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

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

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

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

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

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

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

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

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

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

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:**

Coverage Ceases

The insurance provided by this Coverage Form will end when one of the following first occurs:

(1) This Policy expires or is cancelled;
(2) The Covered Property is accepted by the owner or purchaser;
(3) When premises shown in the Schedule or the grounds and structures appurtenant to those premises is rented to or leased to others;
(4) You abandon the construction with no intention to complete it; or
(5) Unless we specify otherwise in writing:
    a. 30 days after construction is complete

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **(1)(b)** of Paragraph **4.b. Excess insurance** of the **Other Insurance** Condition in **SECTION IV – COMMERCIAL GENERAL LIAIBLITY CONDITIONS** is deleted and replaced by the following:

(b) Any other available insurance purchased by you, or to which you have been added as an insured or an additional insured or under which you are a party to an "insured contract". This applies whether the other available insurance is primary, excess, contingent, or on any other basis, with the only exception being if the insurance was purchased by you specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE ENDORSEMENT – EXTENDED POLICY PERIOD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The final paragraph of **SECTION III – LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following**:**

The Limits of Insurance of this Coverage Part apply once to the policy period shown in the Declarations Page of this policy. If the policy period is extended after issuance, the additional period will be deemed part of the last preceding period and shall not provide a new, additional or renewed Limit of Insurance.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DAMAGE TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The last paragraph ("Exclusions **c.** through **n.** do not apply . . . ") of Paragraph **2., Exclusions** under Section **I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.

B. The first exception ("Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply . . . ") to Exclusion **j., Damage To Property** of Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is deleted.

C. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted.

D. Any reference in the Declarations to "Damage To Premises Rented To You" is deleted.

   □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PREOTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

The Condition entitled **When We Do Not Renew** is deleted in its entirety.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT AND/OR BATTERY LIMITED LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Assault and/or Battery Exclusion

1. This insurance does not apply to any claim, suit, cost, expense and/or cause of action arising from:
   a. An “assault and/or battery”, including any assault involving a firearm, regardless of culpability or intent; or
   b. A physical altercation; or
   c. Any act, failure to act, error or omission to prevent or suppress an “assault and/or battery” or physical altercation.
2. This exclusion applies whether an insured, an insured’s employee, a patron or any other person commits, causes, instigates or directs the “assault and/or battery” or physical alteration.
3. This exclusion also applies to any claim, suit, cost, expense or cause of action:
   a. By a person or entity seeking recovery or asserting rights arising out of, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an “assault and/or battery” or a physical altercation; or
   b. By a person or entity seeking recovery for emotional distress, loss of society, services, consortium and/or income, reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages), arising out of, caused or contributed to by, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an “assault and/or battery” or physical alteration; or
   c. By a person or entity seeking contribution or indemnification for any suit, claim, cost or expenses seeking recovery for or arising out of an “assault and/or battery” or physical altercation; or
   d. Alleging negligent hiring, placement, training or supervision, or allegations of any act, error, or omission arising out of or relating to an “assault and/or battery” or physical altercation on or from the designated premises; or
   e. Alleging failure to provide proper security or safe premises to any person injured in an “assault and/or battery” or physical altercation.
4. We are under no duty to defend any insured in any “suit” alleging a cause of action, claim, suit, cost or expense excluded by the above and/or alleging an “assault and/or battery” or physical altercation.
5. Exclusion a. 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:

   a. Expected or intended injury
      (1) “Bodily injury” or “property damage” expected or intended from the standpoint of the insured; or
      (2) Arising out of an “assault and/or battery”, including any “assault and/or battery” involving a firearm, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an “assault and/or battery”, committed by any insured or an employee or agent of the insured.

B. Assault and/or Battery Limited Liability Coverage

1. Insuring Agreement

a. We will pay those sums above the amount of the Deductible that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal and advertising injury" or "injury", as defined in the respective coverage forms, arising out of, resulting from, or in connection with damages included within the "assault and/or battery" and not otherwise excluded.

b. We have the right and duty to defend an insured against any claim or "suit" seeking those damages. However, we will have no duty to defend an insured against any claim or "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim or "suit" that may result. But:

(1) The amount we will pay for damages and "claims expenses" may be subject to a Deductible if indicated in the Declarations or on a specific deductible endorsement, and is limited as described in the Declarations; and

(2) Our right and duty to defend ends when we have exhausted the applicable Limits of Insurance in the payment of judgments, settlements or the "claims expenses".

c. This insurance applies to the "assault and/or battery" only if:

(1) The "assault and/or battery" takes place in the "coverage territory"; and

(2) The "assault and/or battery" occurs during the policy period; and

(3) Damages are as a result of the "assault and/or battery", including damages claimed by any person or organization for care, loss of services or death resulting at any time from the "assault and/or battery".

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

Insurance provided under this endorsement does not apply and there is no coverage for and no duty to defend any "suit" seeking injury or damage arising out of:

a. "Assault and/or battery" arising out of negligent employment, investigation, hiring supervision, training, or retention of any person

b. The selling, servicing, or furnishing of alcoholic beverages which results in "assault and/or battery"

c. Contractual Liability – "Bodily injury", "property damage", "personal and advertising injury", "damages" or "injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

d. Employer's Liability – "Assault and/or battery", "bodily injury" or "personal and advertising injury" to:

(1) Any of your "employees" arising out of and in the course of:

(a) Employment by you;

(b) Performing duties related to the conduct of your business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above. This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity; and

(b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".

e. Workers' Compensation and Similar Laws – Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Capacity Other than Named Insured – Any claim or "suit" directly or indirectly arising from your activities as an "executive officer", partner, member, manager, or director of any entity, company, or business other than that of the Named Insured.

g. Punitive Damages – Any claim or "suit" for punitive, non-compensatory, exemplary or statutory damages.

h. Corporal Punishment – Any claim or "suit" arising out of corporal punishment.

i. Non-Cumulation – Any claim or "suit" covered under any other coverage forms or endorsements included in this policy.

3. Who is an Insured

a. Each of the following is an insured under this endorsement to the extent set forth below:

(1) If the Named Insured is designated in the Declarations as an individual, the person so designated, but only with respect to the conduct of a business of which that person is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of your business.

(2) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated, and any partner or member are also insureds, but only with respect to the conduct of your business.

(3) If the Named Insured is designated in the Declarations as other than an individual, partnership or 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.

(4) If the Named Insured is designated in the Declarations as a limited liability company, your members are also insured, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties are your managers.

(5) 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" is an insured for "assault and/or battery", "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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the "injury" described in paragraphs (a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

b. For purposes of this endorsement an insured does not include any person who participated in or knowingly allowed or directed any "assault and/or battery".

4. Limits of Liability

a. The most we will pay for all damages arising out of "assault and/or battery" in any policy period is $25,000 Each Occurrence and $50,000 Aggregate unless otherwise stated in the Declarations.

b. The "Assault and/or Battery" Aggregate Limit in the Declarations is part of the General Aggregate Limit or Aggregate shown in the policy Declarations. Any damages paid under the coverage provided by this endorsement will reduce the General Aggregate Limit or Aggregate shown in the policy Declarations.

c. Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of insurance in the Declarations as applicable to each occurrence is the most we will pay for all damages because of “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or damages arising out of “assault and/or battery”, regardless of the number of insureds, persons injured, claims made, suits brought or persons or organizations making claims or bringing “suits”. The limit of insurance stated above as “Assault and/or Battery” Aggregate, subject to the above provision regarding each occurrence, is the total limit of insurance under this coverage for all damages in any policy period.

d. With respect to the “Assault and/or Battery” Per Occurrence Limit in the Declarations, all actions related to an “assault and/or battery” by an actual or alleged perpetrator or perpetrators, including negligent employment or negligent supervision of such perpetrator or perpetrators, shall be deemed one occurrence, regardless of the number of persons involved, the number of victims or claimants, the number of occurrences or locations involved the number of policies involved, or the period of time during which the acts leading to an “assault and/or battery” took place.

e. Any amendment of the General Aggregate or Aggregate to apply per location, per project, per occurrence, per insured or any other basis does not apply to the coverage provided under this endorsement.

f. We shall not be obligated to pay any claim or judgement or to defend any “suit” after the applicable limit of insurance shown has been exhausted.

5. Conditions

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

a. Excess Coverage

If there is other valid and collectible insurance available to an insured for damages covered under this endorsement, this insurance is excess over such other insurance.

b. Multiple Policies or Coverage Parts Issued by Us or Any Affiliate

(3) It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or “suit”. Should the circumstances of any claim or “suit” give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same “assault and/or battery”, the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

C. Definitions

The following definitions are added to Section V – Definitions of the Commercial General Liability Coverage form:

1. “Assault and/or battery” means:

a. Any attempt or threat to inflict “injury” to another person or to the property of another person, including any conduct or action that would reasonably place such person in apprehension of such “injury”; or

b. The intentional or reckless physical contact with or any use of force against a person without his or her consent that results in "injury" or offensive or abusive touching, whether or not the actual "injury" inflicted was intended or expected. The use of force includes, but is not limited to, the use of a weapon.

2. “Injury” means damages because of “bodily injury” and “property damage”, including damages for care, loss of services, or loss of support

3. “Claims expenses” means:

a. Reasonable and customary fees charged by an attorney(s) designated and agreed by the Company; and

b. All Supplementary Payments as defined herein and incurred under this coverage form; and

c. All other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a Claim, if incurred by the Company, or by the Insured with the written consent of the Company.

Claims expenses does not include any salary, overhead, or other charges by the Insured for any time spent in cooperating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUDIT PREMIUMS – AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

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

In consideration of the premium paid, and not withstanding anything contained in the policy to the contrary, it is hereby agreed that item **5. Premium Audit** in Section **IV-Conditions** of the Commercial General Liability Coverage Part and item **5. Premium Audit** in Section **IV – Conditions** of the Products/Completed Operations Liability Coverage Part are each deleted in their entirety and replaced with the following:

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. Audit premiums are due and payable on notice to the first named insured. If the sum of the advance premium and audit premium paid for this policy period is greater than the earned premium, we will return the excess to the 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.

d. Any premium to be returned under **b**. above is subject to the minimum premium shown on the declarations page as applicable to the Coverage Part. Additionally, no premium will be returned if the return premium is less than 10% or $500 whichever is greater.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD 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 **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; 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.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS WARRANTY

This endorsement modifies insurance provided under the following:

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

Such coverage as is afforded by the policy to which this endorsement is attached shall not apply to "occurrences" or offenses arising out of operations performed by an "independent contractor" unless, as a condition precedent:

1. The insured receives a written agreement from each and every "independent contractor" holding the insured harmless for all liabilities incurred by the independent contractor and;
2. The insured obtains certificates of insurance from each and every "independent contractor" indicating that it maintains General Liability insurance coverage with limits equal to those maintained by the Named Insured under the policy to which this endorsement is attached. The limits must be in the same amounts as provided by this policy and the Named Insured must be listed as an additional insured under that policy, and;
3. The insurance policy of the "independent contractor" remains in force until the completion of the independent contractor's work for the insured.

An "independent contractor" is defined as:

A person, business, or corporation that provides goods or services under a written contract or a verbal agreement. An independent contractor does not include vendors that provide products to you for rebranding by you.

The coverage provided by this policy is excess over and above any other valid and collectable insurance available to the "independent contractor".

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement.

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

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability	$ N/A	$ N/A
OR		
Property Damage Liability	$ N/A	$ N/A
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	$ See Declarations	$ See Declarations

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

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

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

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

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

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

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

With respect to "property damage", person includes an organization.

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

   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or

   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

      (1) "Bodily injury";

      (2) "Property damage"; or

      (3) "Bodily injury" and "property damage" combined

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

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

1. Our right and duty to defend the insured against any "suits" seeking those damages; and

2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS AND SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph **1 a. (2)** in **SECTION I - COVERAGES, COVERAGE A- Bodily Injury and Property Damage Liability** and **Coverage B- Personal and Advertising Injury Liability** is deleted and replaced by the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under **Coverages A** or **B** or medical expenses under **Coverage C**.

B. Paragraph **1 a. (2)** in **SECTION I - COVERAGES, COVERAGE B- Personal and Advertising Injury** is deleted and replaced by the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under **Coverages A** or **B** or medical expenses under **Coverage C**.

C. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, part **1.** is deleted and replaced by the following:

1. We will pay the following amounts, which shall reduce the Limits of Insurance, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur, including "defense costs".

b. Up to $250 for the cost of bail bonds required because of accidents or traffic law violations arising out of use of any vehicle to which Bodily Injury Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit". However, these payments do not include attorney's fees or attorney's expenses taxed against the insured.

f. Pre-judgment 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 pre-judgment 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.

"Defense costs" means all expenses incurred in the investigation, defense, and settlement of any claim or "suit" under this policy, including but not limited to attorney's fees, court reporter and deposition fees, charges for independent medical or mental examinations, expert witnesses and/or consultants, and the expense of legal, administrative or alternative dispute resolution proceedings; provided such claim expenses are incurred by us. "Defense costs" will not include salaried employees, retainers paid to attorneys and office expenses of either the insured or us.

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 interest of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of the 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 investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summons 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, attorney's 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. Such payments will reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments; or

b. The conditions set forth above, or the terms of the agreement described in paragraph **f.** above, are no longer met.

D. SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

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

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages and Supplementary Payments because of "bodily injury" and "property damage included in the "products-completed operations hazard".

4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages and Supplementary Payments because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages and Supplementary Payments 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 **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages and Supplementary Payments because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BACKGROUND CHECK WARRANTY

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

"Bodily Injury" or "Property Damage" or "Personal and Advertising Injury" arising out of, resulting from, or relating to the conduct or action of an employee, unless:

1. You have performed a background check on the employee, including past employment verification and criminal history. This must be performed prior to the employee's date of hire and thereafter as required by law; and
2. The background check verifies no prior criminal history of any misdemeanor or felony convictions for assault, battery, vandalism, theft, embezzlement or any other crime of moral turpitude.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ABSOLUTE AUTO, AIRCRAFT AND WATERCRAFT LIABILITY

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **2.g. Aircraft, Auto or Watercraft** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

This insurance does not apply to:

Aircraft, Auto or Watercraft

a. “Bodily injury” or “property damage” arising, directly or indirectly, out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading and unloading”:

b. 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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following 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:

Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

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 Material Or Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

a. Patents, trade secrets, processing methods, customer lists;

b. Financial information, credit card information;

c. Health information, biometric information; or

d. Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL CONSTRUCTION OPERATIONS

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** and Paragraph **2. Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE C – MEDICAL PAYMENTS:**

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of any "construction operations" performed by you or on your behalf.

2. Costs and expenses to investigate or defend any claim. "suit" or payment of any fine or penalty for paragraph A. 1. above.

B. This exclusion applies to:

1. "Bodily injury", "property damage", "personal and advertising Injury" and medical payments for which any insured may be obligated to pay damages by reason of the assumption of liability in any contract or agreement, regardless of whether such contract or agreement is an "insured contract"; or

2. Any obligation to share damages with or repay someone else who must pay damages.

C. The following definitions are added to the Definitions section:

1. "Construction" means the act of building by putting together materials and parts to create a structure including, but not limited to, building the foundations, framework, floors, walls, ceilings, trusses or roof, or debris removal.

2. "Construction operations" means, with respect to real property, surveying, site preparation, grading of land, excavation, debris removal, soil compaction, tree clearing, demolition, reconstruction, renovation, alteration, remodeling, repair, service, improvement and any other "pre-construction" and any other "construction" and any other post-construction"

3. "Post-construction" means those activities that occur after the issuance of the notice of completion or certificate of occupancy, whichever comes first.

4. "Pre-construction" means those activities that must occur prior to the actual start of the "construction" process including, but not limited to, grading of land, inspection, land surveying, site preparation, soil compaction, tree clearing or installation of driveways, parking areas, roads, sidewalks, and utilities

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS – AMERICANS WITH DISABILITIES ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION I-COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions; and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions:

In consideration of the premium charged, this insurance does not apply to, and there is no duty on us to defend you for, “bodily injury”, “property damage”, “personal injury”, “advertising injury”, medical payments or any injury, loss or damages, including consequential injury, disease or illness, alleged disease or illness, “suit”, expense or any other damages, for past, present, or future claims arising out of any actual or alleged failure to comply with the provisions of the Americans with Disabilities Act.

For the sake of clarity, where this insurance does not apply and there is no duty on us to defend you, there is also no coverage and no duty on us to defend any additional insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ANIMAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following 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, or caused by, any animal.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANY FIREARM OR OTHER WEAPON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **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 the use, sale, or demonstration of any firearm or other weapon by any person, whether or not caused:

a. By, at the instigation of, or with the direct or indirect involvement of you or your "employees", patrons or other persons in, on, near or away from your premises;

b. By or arising out of your failure to properly supervise or keep your premises in a safe condition;

c. By or arising out of any insured's act or omission in connection with the prevention, suppression or failure to warn, including but not limited to negligent supervision, hiring, employment, training or monitoring of others; or

d. By or arising out of negligent, reckless or wanton conduct by you, your "employees", patrons or other persons.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Asbestos

1. "Bodily injury", "property damage" or "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, "asbestos".
2. Any loss, cost or expense arising, in whole or in part, out of any:
   a. Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "asbestos"; 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, "asbestos".

   This exclusion will apply without regard to the source or sources of "asbestos", or the basis of the insured's alleged liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with "asbestos" in causing "bodily injury", "property damage" or "personal and advertising injury".

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

"Asbestos" means asbestos in any form, including without limitation:

a. Asbestos-containing dust, fibers, particles and compounds;
b. Serpentine asbestos and amphibole asbestos; or
c. Asbestos that includes the minerals chrysotile, actinolite, tremolite, anthophyllite, crocidolite, or amosite.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BREACH OF CONTRACT

This endorsement modifies insurance provided under the following:

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

The following exclusion is added to **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and **SECTION I – COVERAGES – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions** of the **PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART:**

Breach of Contract

Any claim for "bodily injury" or "property damage" arising from, directly or indirectly, breach of an express contract, including breach of an implied in law or implied in fact contract. This exclusion does not apply to liability for damages that an insured would have in the absence of the contract.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CANCER

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ERRORS AND OMISSIONS COVERAGE PART

SCHEDULE

Description of Operations:

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

With respect to any operations shown in the Schedule above, this insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or "damages" arising out of:

1. Any carcinogenic agent, including but not limited to, ultraviolet light or ultraviolet rays that produce or incite malignant growths or any cancerous disorder; 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 cause or contribute to the production or incitement of any malignant growth or cancerous disorder.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONTINUING OR ONGOING DAMAGE AND/OR COMPLETED WORK

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FORM - COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

The following exclusion is added to subsection **2. Exclusions of SECTION I—COVERAGE:**

This insurance does not apply to "property damage" when any of the following apply:

Continuing Or Ongoing Damage

1. The "property damage" first occurred, began to occur or is alleged to have occurred or been in the process of occurring, to any degree, in whole or in part, prior to the inception date of this policy.
2. The "property damage" is indiscernible from other damage that is incremental, continuous or progressive damage arising from an "occurrence" which first occurred, began to occur or is alleged to have occurred, to any degree, in whole or in part, prior to the inception date of this policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and

b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph **3.** below, professional services include:

a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CROSS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

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

It is agreed this insurance does not apply to:

(1) Any claim made or “suit” brought for damages or liability of any kind by any Named Insured or any “employee”, “volunteer worker”, “temporary worker”, “executive officer”, director, stockholder, partner or member of any Named Insured against any other Named Insured or any “employee”, “volunteer worker”, “temporary worker”, “executive officer”, director, stockholder, partner or member of any Named Insured because of “bodily injury”, “property damage” or “personal and advertising injury”; or

(2) Any claim made or “suit” brought for damages by the spouse, child, parent, brother or sister of any “employee”, “volunteer worker”, “temporary worker”, “executive officer”, director, stockholder, partner or member of any Named Insured as a consequence of (1) above.

It is further agreed the Company shall not have the obligation to indemnify, defend, adjust, investigate or pay any cost or expense of any kind for any claim made or “suit” brought which is excluded under the terms of this endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following 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:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

"Cyber incident" means any:

1. Unauthorized access to or use of any computer system.

2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DEMOLITION

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of any blasting detonation, explosive or similar operations;

b. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the use of a wrecking ball, ball and chain or any similar apparatus, machine or tool used in the in whole or in part demolition, destruction or disassembling of any manmade or natural structure, whether interior or exterior operations;

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the in whole or in part demolition, destruction or disassembling of any building or structure which has an original height in excess of three stories or original height in excess of fifty feet; or

d. "Property damage" to any abutting, adjoining, common or party wall arising from or in any way related to the operations described in Paragraphs **1.** through **3.** above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s):
All operations covered by a consolidated (wrap-up) program
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

1. Arising out of your ongoing operations; or

2. Included in the "products-completed operations hazard";

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

a. Provides coverage identical to that provided by this Coverage Part;

b. Has limits adequate to cover all claims; or

c. Remains in effect.

B. The following definition is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION – DEBRIS REMOVAL

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PREOTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Description of Excluded Operations:

Cement towers – installation or removal
Dam, Levee or revetment construction
Electrical light or power line construction
External renovation
Farm machinery operations
Hazardous materials- removal
Jetty or breakwater construction
Prefabricated building erection Plumbing
Oil and gas operations
Salvage operations
Sewer mains or connections construction
Tank construction- installation or repair
Wrecking operations

This insurance does not apply to any medical incident, "damages," "bodily injury," "property damage," "personal and advertising injury", or "injury" arising out of the operations shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION – EXCAVATION / GRADING OPERATIONS

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PREOTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Description of Excluded Operations:

Blasting Dam, reservoir dike or levee construction Drilling Electrical light or power line construction Mining Plumbing Sand and gravel digging Sewer mains or connections construction Public street or road construction, paving or surfacing Surveying Tank construction- installation or repair Tunneling Underpinning Water main construction

This insurance does not apply to any medical incident, "damages," "bodily injury," "property damage," "personal and advertising injury", or "injury" arising out of the operations shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS – GENERAL CONTRACTOR

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Description of Excluded Operations:

Blasting
Bridge or elevated highway construction- including caisson or cofferdam work
Building – raising or moving
Dam, reservoir, dike or levee construction
Demolition
Dock operations
Dredging operation
Drilling- other than water
Exterior renovation
Fireproofing, fire extinguisher, fire suppression installation, servicing or testing
Grain elevator operations
Hazardous material operations
Inspection- boiler, steam mains, elevator- including installation or repair
Jetty or breakwater construction
Logging or lumbering
Mining
Oil and gas operations
Pile driving
Prefabricated building erection
Public paving, street or road construction
Railroad construction
Roofing
Salvage operations
Sewer Mains or connections construction
Shaft Sinking
Solar energy and wind turbine construction operations
Surveying
Tank installation and repair
Underpinning
Waterproofing
Water mains connection or construction
Wrecking

This insurance does not apply to any medical incident, “damages,” “bodily injury,” “property damage,” “personal and advertising injury”, or “injury” arising out of the operations shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS

This Endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART
PROFESSIONAL LIABILITY INSURANCE
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Description of Excluded Operations:

Any and all scaffolding, roofing work, demolition

This insurance does not apply to any medical incident, "damages," "bodily injury," "property damage," "personal and advertising injury," or "injury" arising out of the operations shown in the Schedule above, except when all of the conditions below apply:

1. The work is performed on your behalf by an "independent contractor", and
2. There is a written agreement with the "independent contractor" holding you harmless for all liabilities incurred by the "independent contractor" and;
3. You obtain a certificate of insurance from the "independent contractor" indicating that the "independent contractor" maintains General Liability Insurance coverage with limits equal to those maintained by you under the policy to which this endorsement is attached. The limits must be in the same amount as provided by this policy and you must be listed as an additional insured on a primary basis under that policy, and;
4. The insurance policy of the "independent contractor" remains in force until the completion of the "independent contractor's" work for you.

"Independent contractor" is defined as:

A person, business, or corporation that provides goods or services under a written contract. An independent contractor does not include vendors that provide products to you for rebranding by you.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EARTH MOVEMENT

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" or "property damage" arising out of "earth movement" that:

1. Is caused by or aggravated by, or is alleged to have been caused by or aggravated by **"your work";** or

2. Is caused, in whole or in part, by your failure to maintain property that you own or lease or that is used for your business operations; or

3. Is caused by an alteration by you or on your behalf to property that you own or lease or that is used for your business operations; or

4. Originates or occurs on property owned or leased by you or used for your business operations.

B. The following definition is added to the **Definitions** section:

"Earth movement" means:

1. Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;

2. Landslide, including any earth sinking, rising or shifting related to such event;

3. Mine subsidence, meaning subsidence of a man-made mine whether or not mining activity has ceased; or

4. Earth sinking, rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

B. The following definition is added to the **Definitions** Section:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3. A reinforced or unreinforced base coat;

4. A finish coat providing surface texture to which color may be added; and

5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel.

EXCLUSION – FINES, PENALITIES, PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to fines, penalties, and punitive or exemplary damages, any action or investigation of any governing authority, including any obligation to share or repay fines, penalties or damage to others. This exclusion includes any amount awarded above actual damages due to the application of any city, county, state or federal statute which allows a damage award to be multiplied.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOR HAZARDS OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

(1) "Bodily injury" caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling, or contact with lead paint or lead contamination or absorption of lead in any form;

(2) Any actual or alleged "property damage" or "personal injury or advertising injury" arising out of any form of lead;

(3) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or

(4) Any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HAZARDS IN CONNECTION WITH AN ELECTRONIC SMOKING DEVICE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS / COMPLETED OPERATIONS 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 of the Commercial General Liability Coverage Form:

This insurance does not apply to:

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

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
   a. An "electronic smoking device"; or
   b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, or cartridge;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or.
3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph A.1.b. of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

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

This insurance does not apply to:

"Personal and advertising injury" arising out of the following:

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
   a. An "electronic smoking device"; or
   b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, or cartridge;
2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or.
3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph A.1.b. of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

C. The following is added to Section 2. Exclusions of Section 1 – Coverages – Products/Completed Operations Bodily Injury and Property Damage Liability of the Products/Completed Operations Liability Coverage Form:

This insurance does not apply to:

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

1. The design, manufacture, distribution, sale, maintenance, use or repair of:
   a. An "electronic smoking device"; or

b. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to, a mouthpiece, tube, tank, connector, atomizer, cartomizer, clearomizer, coil, battery, charger, or cartridge;

2. The actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device"; or.

3. Any component part of, or equipment or accessory designed for use with an "electronic smoking device", including, but not limited to those items listed in Paragraph A.1.b. of this endorsement, and in connection with the actual, alleged, threatened or suspected inhalation of, contact with, exposure to, existence of, or presence of, vapor delivered from an "electronic smoking device".

D. The following definition is added:

“Electronic smoking device” means a battery-powered device that delivers a vaporized inhalable substance through a mouthpiece. “Electronic smoking devices” include, but are not limited to, battery powered:

1. Cigarettes;
2. Pipes;
3. Cigars;
4. Hookahs; and
5. Vaporizers, other than steam or mist inhalers

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HYDRAULIC FRACTURING

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART

A. The following is added to **Paragraph 2. Exclusions of Section I—Coverage A**. **BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Commercial General Liability Coverage Part and Paragraph **2**. **Exclusions** of **SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** Above.

B. The following is added to Paragraph 2. Exclusions of **Section I—Coverage B. Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Part:

This insurance does not apply to:

Hydraulic Fracturing

1. "Personal and advertising injury":

a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items **1.** or **2.** above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.

2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.

3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.

4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO WORKER

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to this endorsement, paragraph e. Employer's Liability of subsection **2.** Exclusions of **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:

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:

(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 the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions** of the policy.

This insurance does not apply to:

1. "Bodily injury" to:

a. An "employee," "leased worker," "temporary worker", "casual worker", or "volunteer worker" of any insured;
b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "bodily injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "bodily injury" to:

a. An "employee," "leased worker," "temporary worker", "casual worker" or "volunteer worker" of any insured;
b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
c. An employee of any contractor, subcontractor or sub-subcontractor; or

3. "Bodily injury" to the spouse, child, parent, brother or sister of that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker", "casual worker" or "volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** section **2. Exclusions** of the policy: This insurance does not apply to:

1. "Personal or advertising injury" to:

a. An "employee," "leased worker," "temporary worker", "casual worker" or "volunteer worker" of any insured;
b. Any contractor, subcontractor, sub-subcontractor or anyone hired or retained by or for any insured; or
c. Any employee or anyone directly or indirectly employed by such contractor, subcontractor or sub-subcontractor or anyone for whose acts such contractor, subcontractor or sub-subcontractor may be liable

if such "personal or advertising injury" arises out of and in the course of their employment or retention of such contractor, subcontractor or sub-subcontractor, regardless of whether or not it is caused in part by you; or

2. Any obligation of any insured to defend, indemnify or contribute with another because of "personal and advertising injury" to:

a. An "employee," "leased worker," "temporary worker", "casual worker", or "volunteer worker" of any insured;
b. Any contractor, subcontractor or sub-subcontractor hired or retained by or for any insured; or
c. Any employee of any contractor, subcontractor or sub-subcontractor; or

3. "Personal and advertising injury" to the spouse, child, parent, brother or sister of that employee, any contractor, subcontractor, sub-subcontractor or that employee of any contractor, subcontractor or sub-subcontractor or that "employee," "leased worker," "temporary worker", "casual worker" or "volunteer worker" of any insured as a consequence of items **1.** or **2.** above.

This applies to all offenses, claims and "suits" by any person or organization for damages, indemnity and/or any obligation to share damages with or repay someone else who must pay damages because of the injury.

The following is added to **SECTION 5—Definitions**

"Casual Worker":

a. A person who acts at the direction of and within the scope of duties determined by any insured, and is employed by any insured for a short time and for a limited and temporary purpose; or
b. A person for whom any insured does not withhold federal income taxes and pay federal unemployment tax.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INTELLECTUAL PROPERTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

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

Intellectual Property
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual or alleged infringement, misappropriation or violation of intellectual property rights or laws, including but not limited to:

(1) Trademarks,
(2) Trade dress,
(3) Trade names,
(4) Slogans,
(5) Style of doing business,
(6) Copyrights,
(7) Patent rights,
(8) Trade secret rights,
(9) Publicity rights,
(10) Domain names,
(11) Moral rights, or
(12) Rights against unfair competition

B. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY,** Paragraph **2. Exclusions**, subparagraph **f. Breach Of Contract** is replaced by the following:

f. Breach Of Contract
This insurance does not apply to "personal and advertising injury" caused by or arising out of a breach of contract.

C. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph **2. Exclusions**, subparagraph **i. Infringement Of Copyright, Patent, Trademark Or Trade Secret** is deleted.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - KNOWN INJURY OR DAMAGE – PERSONAL AND ADVERTISING INJURY

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Known Injury Or Damage

This insurance does not apply to "personal and advertising injury" arising from an offense:

a. That occurs during the policy period and, prior to the policy period, an insured listed under **Paragraph 1**. of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, knew that the "personal and advertising injury" had occurred prior to the policy period, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "personal and advertising injury" occurred, then any continuation, change or resumption of such offense during or after the policy period will be deemed to have been known prior to the policy period; or

b. That occurs during the policy period and was, prior to the policy period, known to have occurred by any insured listed under **Paragraph 1.** of **SECTION II—WHO IS AN INSURED** or an "employee" authorized by you to give or receive notice of an offense or claim, includes any continuation, change or resumption of that "personal and advertising injury" after the end of the policy period.

A "personal and advertising injury" arising from an offense 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 an "employee" authorized by you to give or receive notice of an offense or claim:

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LOGGING OR LUMBERING

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to "logging and lumbering" operations performed by you or for you, this insurance does not apply to damages because of "property damage":

1. Caused by fire; or
2. To any vehicle while being loaded or unloaded, regardless of cause.

For purposes of this endorsement the following definition applies:

"Logging and lumbering" means all operations associated with the harvesting and preparation of timber including, but not limited to, road building, felling, trimming, skidding, transporting and sawing or planing.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MANGANESE

This Endorsement modifies insurance provided under the following:

The following exclusion is added to the policy: This insurance does not apply to:

1. "Bodily injury," "property damage," "personal or advertising injury," medical payments or damages, whether existing prior to or occurring after the effective date of this policy, 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 manganese or any other chemical element or compound containing manganese.

2. Any damages, loss, cost or expense arising out of any:

- **a.** Claim or "suit" by or on behalf of a governmental authority or any other alleged responsible party for damages because of:
  - **(1)** Assessing the presence, absence, amount or effects of manganese or any other chemical element or compound containing manganese; or
  - **(2)** Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, abating, disposing of or mitigating manganese or any other chemical element or compound containing manganese;
- **b.** Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for **2.a.(1)** or **2.a.(2)** above; or
- **c.** Responding to manganese or any other chemical element or compound containing manganese in any way other than as described in paragraph **2.a.** or **2.b.** above;

3. Any supervision, removal, instructions, recommendations, warranties (express or implied), warnings or advice given or withheld regarding any of the paragraphs above; or

4. Any obligation to share damages with or repay someone else who must pay damages in connection with any of the paragraphs above.

We will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MICROORGANISMS, BIOLOGICAL ORGANISMS, BIOAEROSOLS OR ORGANIC CONTAMINANTS

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**, Paragraph **2. Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE C – MEDICAL PAYMENTS:**

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

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

a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate or dispose of, or in any way respond to, or assess the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion; or

b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend, or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation or absorption of any microorganisms, biological organisms, bioaerosols, or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

This exclusion does not apply to any fungi, bacteria, microorganisms or biological organisms that are, are on, or are contained in, a good or product intended for bodily consumption.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MULTI-UNIT HABITATIONAL CONVERSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART

A. Exclusions

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, related to, caused by, or associated with, in whole or in part, "your work," ownership or financial interest in any building which is converted to "residential property" during the Policy Period set forth in the Declarations. This exclusion applies regardless of whether the conversion was performed by you or on your behalf.

However, this exclusion does not apply to:

1. "Your work" on "residential property" which meets all of the following criteria:
   a. The work has been for repair and/or renovation only;
   b. The work has been performed on an existing structure that already has a Certification of Occupancy at the time that such operations first commenced; and
   c. The repair and/or renovation work is contracted directly with an individual unit owner or individual home owner.
2. "Your work" on or associated with that portion of "mixed-use building(s)" that is not "residential property".

We shall have no duty or obligation to defend any loss, claim, or "suit" excluded by the endorsement; nor to pay any investigation or other loss adjustment expense.

B. Definitions

For the purposes of this endorsement, the following definitions apply:

1. "Apartments" are defined as a multi-family residence where there is common ownership of individual units and common areas, but where all individual units are held for lease or rent by tenants who have no ownership interest in the units they lease or rent.
2. "Mixed-use building(s)" are defined as a building or a group of buildings that contain both "residential property" and commercial space.
3. "Residential property" is defined as property designed for domicile, including, but not limited to, single family dwelling, multi-unit subdivision, master planned community, cooperative, tract housing, townhome / townhouses, duplex, condominiums, lofts, timeshares, and "mixed-use building(s)"; as well as all common areas. "Residential property" does not include "apartments," military barracks, multi-unit dormitory buildings, hotels, motels, nursing homes or assisted living facilities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to:

1) any "bodily injury" to any insured's' employee(s) arising from an "occupational disease(s);" or
2) any "bodily injury" to any person or any claims by any person that they sustained "bodily injury" or the fear of sustaining "bodily injury" arising out of any contact with, handling of, inhalation, absorption, or exposure to any environmental, chemical, or toxic agent or substance, including any dust or fumes there from, arising out of the insured's operations, completed operations, or products.

"Occupational disease(s)" means any physical or mental disease, condition, or disability of any employee(s) of any insured arising out of the insured's operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption, or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured's operations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

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

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

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

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:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

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, "perfluoroalkyl or polyfluoroalkyl substances", 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:

Perfluoroalkyl And Polyfluoroalkyl Substances

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".

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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR COMPLETED WORK EXCLUSION – SPECIFIED DATE

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to "bodily injury" or "property damage" arising out of, in part or in whole, "your work" completed prior to the inception date of the policy specified in the Common Policy Declarations, **Item 2. Policy Period.**

"Your work" will be deemed completed at the earliest of the following times:

a. When all of the work required by your contract has been completed.
b. When all of the work to be done at a 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.
d. When a certificate of completion, or a certificate of occupancy, or other similar document is issued.
e. When you abandon the work.

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

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)

The endorsement modified 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 and Coverage B Personal And Advertising Injury Liability, subsection 2. Exclusions:**

2. Exclusions

This insurance does not apply to:

"Bodily injury," "property damage," or "personal and advertising injury" arising out of any claim or "suit" directly or indirectly brought about by, arising out of or attributable to any actual or alleged civil or criminal violation of the Racketeer Influenced Corruption Organizations Act, 18 USC Sections 1961 et seq., or any comparable state or local law, and any amendments thereto, or any rules or regulations promulgated thereunder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ROOFING OPERATIONS – OPEN ROOF

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to "bodily injury" or "property damage" arising out of a failure to protect an "open roof" from

1. Leaves an "open roof" unattended for more than four hours; and
2. Fails to provide "appropriate" temporary covering to protect a structure and its contents.

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

1. Supervision;
2. Hiring;
3. Employment;
4. Training; or
5. Monitoring of others;

by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved a failure to protect an "open roof" by any insured or a subcontractor working on any insured's behalf.

For the purposes of this endorsement, the following definitions apply:

1. "Appropriate" means the actions customarily taken by roofing contractors to protect against weather related damage under the same or similar circumstances.
2. "Open roof" means any roof or section of roof where the "permanent roofing material" has been removed exposing the decking, supporting structure, interior of the building or its contents to the elements.
3. "Permanent roofing material" includes, but is not limited to shingles, tile, shakes, tar paper and felt paper.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SNOW REMOVAL, ICE REMOVAL OR PLOWING OPERATIONS

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART

The following Exclusion is added:

This insurance does not apply to “bodily injury”, “property damage”, “error or missions” or “personal and advertising injury” arising from any activities related to snow removal, ice removal, plowing operations or failure to remove snow or ice.

All other terms and conditions of the policy remain unchanged.
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ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY
PRODUCTS/COMPLETED OPERATIONS LIABILITY

The following exclusion is added to the policy to which this endorsement is attached:

A. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or related to the use, consumption or absorption of any product, equipment or device, including components, used to consume any product manufactured, sold, or distributed by or on behalf of any insured, that causes, contributes to or is alleged to cause any;

1. "Cardiovascular Conditions"
2. "Cancer"
3. "Lung Conditions"
4. "Reproductive Harm"
5. "Psychological Harm" or
6. "Diseases".

B. Definitions:

For purposes of this endorsement, the following definitions apply:

"Cardiovascular Conditions" means heart disease, the emergence, contraction, onset, aggravation or exacerbation of any form of arteriosclerosis, cardiac arrhythmias or sequelae from changes in heart rate, blood pressure or coronary dilation, and any other cardiovascular condition or disease including stroke from cerebral dilation.

"Cancer" means the emergence, contraction, onset, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition.

"Lung Conditions" means the emergence, contraction, onset, aggravation or exacerbation of any respiratory condition, lung disease or any form of disease to the human body.

"Reproductive Harm" means "diseases" alleged to cause, aggravate or exacerbate any reproductive or epigenetic injury, regardless of the actual or alleged cause or causative factor.

"Psychological Harm" means any form of psychosis, schizophrenia, anxiety or other mental illness or mental anguish.

"Diseases" mean any form of physical or mental disorder of a function of the human body.

We shall have no duty to defend or indemnify any insured or additional insured for any claim, suit or action arising out of any "occurrence" or allegation of "bodily injury", "property damage", or "personal and advertising injury" that causes or is alleged to cause the diseases and/or medical conditions described within this endorsement.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SUBCONTRACTED WORK

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and 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 the actions or operations of any "subcontractor" performing work or services related to the conduct of any insured's business.

B. The following is added to **SECTION V – DEFINITIONS:**

Subcontractor" means any person or entity that is not an "employee" of an insured performing work or services for or on behalf of an insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TAINTED DRYWALL MATERIAL

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 – COVERAGES, 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. Any liability, loss, injury or damages of any kind, including "reduction in value", costs or expenses, actually or allegedly arising out of, related to, resulting from, caused by, contributed to, or in any other way connected with the actual or alleged manufacture, creation, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to test for, or failure to warn, advise of, or disclose the presence of "tainted drywall material", whether or not the "tainted drywall material" is or was at any time or in any form airborne, contained in a product, or a component part of a product, carried on clothing or other items, inhaled, ingested, absorbed, transmitted in any fashion, or found in any form whatsoever.

2. Any liability, loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest or other costs or expenses, arising out of or related to any:

a. Clean up or removal of "tainted drywall material" or products or materials containing "tainted drywall material";

b. Actions necessary to monitor, assess, or evaluate the actual, alleged or threatened release of "tainted drywall material" or products or material containing "tainted drywall material";

c. Disposal of actual or alleged "tainted drywall material" or the taking of action necessary to prevent, minimize, or mitigate damage to the public health or welfare or to the environment, which may otherwise result;

d. Compliance with any law or regulation regarding "tainted drywall material";

e. Existence, storage, handling, or transportation of "tainted drywall material"; or

f. Supervision, instructions, recommendations, warranties (express or implied), warnings, or advice given or which should have been given with respect to "tainted drywall material".

3. Any obligation to share damages with or repay someone else in connection with Paragraphs **1.** or **2.** of this exclusion.

We will have no duty to investigate, defend, or indemnify any insured against any loss, claim, "suit", demand, fine, or other proceeding alleging injury or damages of any kind including, but not limited to "bodily injury", "property damage", "personal and advertising injury", medical payments, "reduction in value", or cost or expense to which this endorsement applies.

B. SECTION V – DEFINITIONS is amended by the addition of the following:

"Tainted drywall material" means any:

a. Drywall, plasterboard, sheetrock, or gypsum board; or

b. Material used in the manufacture of drywall, plasterboard, sheetrock, or gypsum board which:

(1) Produces sulfuric odors, sulfuric gas, or sulfuric acid;
(2) Causes or contributes to the corrosion or oxidation of metal, including but not limited to metal in pipes, wiring, heating, ventilation, or air conditioning systems;
(3) Contains synthetic gypsum, fly ash or any other material derived from coal-fired power plants; or
(4) Contains arsenic or any radioactive compounds.

"Reduction in value" means the actual or alleged diminution in value, impairment, devaluation, or loss of use of tangible property, whether or not physically injured.

All other terms and conditions of this policy remain unchanged

EXCLUSION – TOTAL LIQUOR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I-Coverage, Liquor Liability 2.c. Exclusion of the Commercial General Liability Coverage Form, is replaced by the following:

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

(4) Any act or omission by any insured, any employee of any insured, or any other persons related to providing or failing to provide transportation, or any act of assuming or failing to assume responsibility for the well-being, supervision, or care of any person under or suspected to be under the influence of alcohol.

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)**, or **(4)** 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 itself considered the business of selling, serving or furnishing alcoholic beverages.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TOTAL PESTICIDES, PESTS AND BUGS, VIRUS, BACTERIA OR BIOLOGICAL CONTAMINANT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM

A. The following is added to Section 2. Exclusions of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability of the Commercial General Liability Coverage Form:

This insurance does not apply to:

Pesticides, Pests and Bugs, Virus, Bacteria or Biological Contaminant

"Bodily injury" or "property damage", claims, demands, or "suits", or other injury or damage or loss arising from:

1. The exposure to or presence of any pesticides, including but not limited to insecticides, herbicides, fungicides, fumigants, and organic chlorine or carbamate insecticides; exposure to any pesticides; ingestion, inhalation, or absorption of pesticides, including but not limited to asthma, respiratory illness, autism, learning disabilities, birth defects, reproductive dysfunction, diabetes, Parkinson's disease, Alzheimer's disease, any type of cancer, or neurologic symptoms and dysfunction.
2. Any injury or damages allegedly arising out of, caused by, or resulting from the actual or alleged exposure to or presence of pests and bugs, including but not limited to ants, aphids, barnacles, scale insects, broad mites and rest mites, fungus gnats, crickets, caterpillars, inchworms, cutworms, Cabbage Loopers, grasshoppers, leafhoppers, leaf miners, mealybugs, spider mites, thrips, slugs, snails, and whiteflies.
3. Exposure to or presence of plant viruses, fungus, bacteria or other biological pathogens, including but not limited to algae, bud rot, mold, mildew, fungus, tobacco mosaic virus white powdery mold, leaf Septoria, yellow leaf spot, zinc deficiency, pH fluctuations, nutrient burn, fusarium, as well as ant chemical or compound produced or released by any biological contaminant or pathogen, including but not limited to mycotoxin toxin, spore, scent metabolite or other byproduct.
4. Any request, demand, claim, or order that any insured or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, abate, or mitigate, or in any way respond to or assess the presence or effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen, including any demand by you for reimbursement of any costs for such actions.
5. Any claim or suit by or on behalf of a governmental authority for damages because of testing for, removing, cleaning up, monitoring, treating, remediating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen.

B. The following is added to Section 2. Exclusions of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability of the Commercial General Liability Coverage Form:

This insurance does not apply to:

Pesticides, Pests and Bugs, Virus, Bacteria or Biological Contaminant

"Personal and advertising injury", claims, demands, or "suits", or other injury or damage or loss arising from:

1. The exposure to or presence of any pesticides, including but not limited to insecticides, herbicides, fungicides, fumigants, and organic chlorine or carbamate insecticides; exposure to any pesticides; ingestion, inhalation, or absorption of pesticides, including but not limited to asthma, respiratory illness, autism, learning disabilities, birth defects, reproductive dysfunction, diabetes, Parkinson's disease, Alzheimer's disease, any type of cancer, or neurologic symptoms and dysfunction.
2. Any injury or damages allegedly arising out of, caused by, or resulting from the actual or alleged exposure to or presence of pests and bugs, including but not limited to ants, aphids, barnacles, scale insects, broad mites and rest mites, fungus gnats, crickets, caterpillars, inchworms, cutworms, Cabbage Loopers, grasshoppers, leafhoppers, leaf miners, mealybugs, spider mites, thrips, slugs, snails, and whiteflies.
3. Exposure to or presence of plant viruses, fungus, bacteria or other biological pathogens, including but not limited to algae, bud rot, mold, mildew, fungus, tobacco mosaic virus white powdery mold, leaf Septoria, yellow leaf spot, zinc deficiency, pH fluctuations, nutrient burn, fusarium, as well as ant chemical or compound produced or released by any biological contaminant or pathogen, including but not limited to mycotoxin toxin, spore, scent metabolite or other byproduct.
4. Any request, demand, claim, or order that any insured or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, abate, or mitigate, or in any way respond to or assess the presence or effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen, including any demand by you for reimbursement of any costs for such actions.
5. Any claim or suit by or on behalf of a governmental authority for damages because of testing for, removing, cleaning up, monitoring, treating, remediating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen.

C. The following is added to Section 2. Exclusions of Section I – Coverages – Products/Completed Operations Bodily Injury and Property Damage Liability:

This insurance does not apply to:

"Bodily injury" or "property damage", claims, demands, or "suits", or other injury or damage or loss arising from:

1. The exposure to or presence of any pesticides, including but not limited to insecticides, herbicides, fungicides, fumigants, and organic chlorine or carbamate insecticides; exposure to any pesticides; ingestion, inhalation, or absorption of pesticides, including but not limited to asthma, respiratory illness, autism, learning disabilities, birth defects, reproductive dysfunction, diabetes, Parkinson's disease, Alzheimer's disease, any type of cancer, or neurologic symptoms and dysfunction.
2. Any injury or damages allegedly arising out of, caused by, or resulting from the actual or alleged exposure to or presence of pests and bugs, including but not limited to ants, aphids, barnacles, scale insects, broad mites and rest mites, fungus gnats, crickets, caterpillars, inchworms, cutworms, Cabbage Loopers, grasshoppers, leafhoppers, leaf miners, mealybugs, spider mites, thrips, slugs, snails, and whiteflies.
3. Exposure to or presence of plant viruses, fungus, bacteria or other biological pathogens, including but not limited to algae, bud rot, mold, mildew, fungus, tobacco mosaic virus white powdery mold, leaf Septoria, yellow leaf spot, zinc deficiency, pH fluctuations, nutrient burn, fusarium, as well as ant chemical or compound produced or released by any biological contaminant or pathogen, including but not limited to mycotoxin toxin, spore, scent metabolite or other byproduct.

4. Any request, demand, claim, or order that any insured or others investigate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, abate, or mitigate, or in any way respond to or assess the presence or effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen, including any demand by you for reimbursement of any costs for such actions.
5. Any claim or suit by or on behalf of a governmental authority for damages because of testing for, removing, cleaning up, monitoring, treating, remediating, detoxifying, neutralizing, or in any way responding to, or assessing the effects of pesticides, pests and bugs, virus, bacteria, fungus, fungal disease or other biological contaminant or pathogen.

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

1. "Pesticide" means any solid, liquid, gaseous or thermal substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, or any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

This exclusion does not apply to:

a. Operations performed for you by others; or

b. "Property damage" included within the "products completed operations hazard":

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

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.

2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

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

a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or

b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

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

This Paragraph **g.(2)** 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) 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;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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

(i) 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

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

(1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or

(2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **a.** above, including but not limited to the European Union's General Data Protection Regulation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - WILDFIRE

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

   This insurance does not apply to:

   1. "Bodily Injury," "Property Damage," or "Personal and Advertising Injury," arising out of or resulting from "wildfire", whether directly or indirectly, in whole or in part, or
   2. The cost the insured becomes legally obligated to pay as reimbursement for firefighting, suppressing or bringing under control any "wildfire".

B. For the purposes of this endorsement, the following definition is added to the Definitions section: **"Wildfire"** means any wildfire, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire, desert fire, veld fire, escaped prescribed fire, escaped wildland fire, wind driven fire, or any other uncontrolled or unplanned fire, including an uncontrolled or unplanned fire that consumes houses, buildings, or other structures and agricultural resources. "Wildfire" includes all damage associated with or resulting from such fire, including but not limited to damage or loss caused by smoke, heat, soot or fumes.

   This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WORK HEIGHT ABOVE 60 FEET

This Endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Work Height

1. "Bodily injury" or "property damage" arising directly or indirectly out of ongoing operations performed, by you or on your behalf, on the exterior of any building or structure above a ground height of 60 feet; or
2. "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising directly or indirectly out of "your work" performed on the exterior of any building or structure above a ground height of 60 feet.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WORK IN THE STATE OF NEW YORK

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
ERRORS AND OMISSIONS COVERAGE PART

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

a. This insurance does not apply to "bodily injury," "property damage" or "damages" arising out of all ongoing operations conducted at any "location" in the state of New York, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.
b. This insurance does not apply to "bodily injury," "property damage" or "damages" included in the "products-completed operations hazard" and arising out of "your work" performed at any "location" in the state of New York.

For the purposes of this endorsement the following definition applies:

"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.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WORK ON EXISTING FOUNDATIONS

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 or resulting from foundation lifting, leveling, reinforcement, repair, replacement, or support performed by or on behalf of any insured.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

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

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

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

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

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

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

   □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CONTRACTORS LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following language:

As a condition to and for coverage to be provided by this policy, you must do all of the following:

1. Obtain a formal written contract with all independent contractors and subcontractors in force at the time of the injury or damage verifying valid Commercial General Liability Insurance written on an "occurrence" basis with Limits of Liability of at least:

a. $1,000,000 each "occurrence"

b. $2,000,000 general aggregate, per project basis; and

c. $2,000,000 Products-Completed Operations aggregate

2. Obtain a formal written contract stating the independent contractors and subcontractors have agreed to defend, indemnify and hold you harmless from any and all liability, loss, actions, costs, including attorney fees for any claim or lawsuit presented, arising from the negligent or intentional acts, errors or omissions of any independent contractor or subcontractor.

3. Verify in the contract that your independent contractors and subcontractors have named you as an additional insured on their Commercial General Liability Policy for damages because of "bodily injury", "property damage", and "personal and advertising injury" arising out of or caused by any operations and completed operations of any independent contractor or subcontractor. Coverage provided to you by any independent contractor or subcontractor must be primary and must be provided by endorsement **CG 20 10** and **CG 20 37**, or their equivalent. Completed operations coverage must be maintained for a minimum of two years after the completion of the formal written contract.

This insurance will not apply to any loss, claim or "suit" for any liability or any damages arising out of operations or completed operations performed for you by any independent contractors or subcontractors unless all of the above conditions have been met.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises: All premises scheduled in the Declarations
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

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

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

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

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

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

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

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

(1) The offense arises out of your business:

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

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

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

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

(1) False arrest, detention or imprisonment; or

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

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

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

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

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

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

provided that:

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The offense arises out of your business:

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

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

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

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

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

(1) False arrest, detention or imprisonment; or

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

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

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

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

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

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

provided that:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING ENDORSEMENT

ALL COVERAGE PARTS

If this policy and any other policy issued to you by us apply to the same claim or "suit", the maximum Limit of Liability under all policies shall not exceed that of the policy with the highest applicable Limit of Liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND UTILITY ENDORSEMENT

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following condition is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Underground Utility Locator Service

It is a condition to the coverage afforded by this policy that before the insured commences any digging, excavation, boring or underground or similar work, a local locator service must come to the job site and mark the location of all underground lines, pipes, cables and underground utilities. The insured must obtain proof of the completion of the locating service in writing from the locator service.

This insurance does not apply to any claims, losses, costs or expenses arising out of such operations when the insured has failed to comply with the conditions noted herein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WRITTEN CONTRACT)

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We waive any right of recovery against a person(s) or organization(s) because of payments we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement with that person(s) or organization(s). Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person(s), organization(s), state or governmental agency when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

A. The contract or agreement must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage" or "personal and advertising injury".

B. The person(s), organization(s), state or governmental agency is an additional insured only with respect to the liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by:

   1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
      (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in that premises.
      (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an additional insured.
   2. The maintenance, operation or use of equipment leased to you by such person(s) or organizations(s) subject to the following exclusion:
      (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
   3. Their liability as a grantor of a franchise to you.
   4. Their liability as a grantor of a license to you. A person(s), organization(s), state or governmental agency status as an additional insured under this endorsement ends when:
      (a) The license granted to you by such person(s), organization(s), state or governmental agency expires; or
      (b) Your license is terminated or revoked by such person(s), organization(s) state or governmental agency prior to the expiration of the license as stipulated by the contract or agreement.

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

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

   1. Required by the contract or agreement you have entered into with the additional insured; or
   2. Available under the applicable limits of insurance;

   whichever is less.

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

The following paragraph is added to Paragraph **4.a.** of the **Other Insurance Condition** of **Section IV – Commercial General Liability Conditions:**

> This insurance is primary insurance as respects to our coverage to the additional insured person(s) or organization(s) where the written contract or agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured where the additional insured person(s) or organization(s) is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.