



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Affinity, LLC 10895 Lowell Avenue, Suite 300 Overland Park, KS 66210	<b>CONTACT NAME:</b> Lockton Affinity <b>PHONE (A/C, NO Ext):</b> 844-401-9444 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Forces of Montcalm & Wolfe, Inc. 1826 Shelby Street New Albany IN 47150	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Certain Underwriter's at Lloyd's, London</td><td>AA1128623</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriter's at Lloyd's, London	AA1128623	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER****REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table><tr><td><input type="checkbox"/> Claims Made</td><td><input checked="" type="checkbox"/> Occur</td></tr></table>	<input type="checkbox"/> Claims Made	<input checked="" type="checkbox"/> Occur			LOC-GL-B001005-01	04/06/2025	04/06/2026	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1000000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 1,000,000	PRODUCTS - COMP/OP AGG	\$ 1000000		
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	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					<table><tr><td><input type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$								
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION****PROOF OF COVERAGE**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Named Insured:** Forces of Montcalm & Wolfe, Inc.  
**Policy Number:** LOC-GL-B001005-01  
**Policy Period:** 06-APR-2025 to 06-APR-2026  
**Insurer:** Certain Underwriter's at Lloyd's, London  
**Coverage:** GL

**IN COMPLIANCE WITH STATE REQUIREMENTS, PLEASE SEE BELOW NOTICE TO YOU CONCERNING THE PLACEMENT OF YOUR INSURANCE COVERAGE WITH A SURPLUS LINES INSURER. PLEASE REVIEW THE NOTICE(S) SPECIFIC TO YOUR STATE.**

## Alabama

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 8469

This contract is registered and delivered as a surplus lines coverage under the Alabama Surplus Lines Insurance Law.

## Alaska

**Surplus Lines Broker:** Lockton Affinity, LLC - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 10851

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS. §21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS. §21.80.

## ALASKA POLICYHOLDER NOTICE 3 AAC 25.050

This policy is issued by a nonadmitted or surplus lines insurer. Insurance may only be purchased from nonadmitted insurers if the full amount, kind, or class of insurance cannot be obtained from insurers who are admitted to do business in the State of Alaska. Your broker or the surplus lines broker has determined that this was true on the date the policy was placed. Before issuing a renewal policy or extending this policy, remarketing is required. To avoid intentional or unintentional extension of coverage in the surplus lines market when an admitted market for that coverage exists, a nonadmitted insurer is prohibited from the automatic renewal or extension of a policy without remarketing by your broker or the surplus lines broker.

In order to comply with the Alaska Administrative Code, the following notice is given: You are hereby notified that, under 3 AAC 25.050, your policy will terminate effective no later than the date and time of its expiration. We reserve the right to cancel this policy sooner than the expiration date by giving you notice of cancellation as required in AS 21.36.220. You may request through your broker that a new policy from the surplus lines broker be concurrent with the effective date of the termination of this policy.

You are also notified that a new policy, if issued by us, is subject to rerating, which may result in a premium increase of more than ten percent (10%). As required by 3 AAC 25.050, you are hereby notified that any subsequent policy issued by us may be subject to a ten percent (10%) or more increase in premium. The actual premium will be based upon rates that apply at the time a subsequent policy, if any, is issued and will be made available to you before the effective date of the new policy, or the date subsequent coverage is bound, whichever occurs first.

## Arizona (Non-Domestic)

Pursuant to §20-401.01, subsection B, paragraph 1, Arizona Revised Statutes, this policy is issued by an insurer that does not possess a certificate of authority From the director of the Arizona Department of Insurance. If the insurer that issued this policy becomes insolvent, insured or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20 Arizona Revised Statues.

## Arizona (Domestic)

If the surplus lines policy or evidence of coverage is issued by a domestic surplus lines insurer: If the insurer that issued this policy becomes insolvent, insured or claimants will not be eligible for insurance guaranty fund protection pursuant to title 20, Arizona Revised Statues.

## Arkansas

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 722138

This contract is registered and delivered as a surplus lines coverage under the Surplus Lines Insurance Law, and it may in some respects be different from contracts issued by insurers in the admitted markets, and, accordingly, it may, depending upon the circumstances, be more or less favorable to an insured than a contract from an admitted carrier might be. The protection of the Arkansas Property and Casualty Guaranty Act does not apply to this contract. A tax of four percent (4%) is required to be collected from the insured on all surplus lines premiums.

SL PHN ALL STATE 11.2022

**Named Insured:** Forces of Montcalm & Wolfe, Inc.  
**Policy Number:** LOC-GL-B001005-01  
**Policy Period:** 06-APR-2025 to 06-APR-2026  
**Insurer:** Certain Underwriter's at Lloyd's, London  
**Coverage:** GL

## California

### IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.
3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website [www.insurance.ca.gov](http://www.insurance.ca.gov). Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at [www.naic.org](http://www.naic.org). The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.
5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: [https://naic.org/state\\_web\\_map.htm](https://naic.org/state_web_map.htm).
6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

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**Coverage:** GL

**7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: [www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm](http://www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm).**

**8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.**

**D-2 (Effective January 1, 2020)**

## Colorado

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210 **License:** 63648

This contract is delivered as surplus line coverage under the ‘Nonadmitted Insurance Act’. The insurer issuing this contract is not licensed in Colorado but is an eligible nonadmitted insurer. There is no protection under the provisions of the ‘Colorado Insurance Guaranty Association Act’.

## Connecticut

### NOTICE

**THIS IS A SURPLUS LINES POLICY AND IS NOT PROTECTED BY THE CONNECTICUT INSURANCE GUARANTY ASSOCIATION OR SUBJECT TO REVIEW BY THE CONNECTICUT INSURANCE DEPARTMENT. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THIS POLICY.**

## Delaware

This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department. This insurer does not participate in insurance guaranty funds created by state law. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

## Florida

This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carrier do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

## Georgia

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210 **License:** 502197

This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.

**Named Insured:** Forces of Montcalm & Wolfe, Inc.  
**Policy Number:** LOC-GL-B001005-01  
**Policy Period:** 06-APR-2025 to 06-APR-2026  
**Insurer:** Certain Underwriter's at Lloyd's, London  
**Coverage:** GL

## Hawaii

**Surplus Lines Broker:** Lockton Affinity, LLC - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 328352

This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

## Idaho

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 123633

**THIS SURPLUS LINES CONTRACT IS ISSUED PURSUANT TO THE IDAHO INSURANCE LAWS BY AN INSURER NOT LICENSED BY THE IDAHO DEPARTMENT OF INSURANCE. THERE IS NO COVERAGE PROVIDED FOR SURPLUS LINES INSURANCE BY EITHER THE IDAHO INSURANCE GUARANTY ASSOCIATION OR BY THE IDAHO LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION.**

## Illinois(Domestic)

**Notice to Policyholder:** This contract is issued, by a domestic surplus line insurer, as defined in Section 445a, pursuant to Section 445 and as such is not covered by the Illinois Insurance Guaranty Fund.

## Illinois(Other)

**Notice to Policyholder:** This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.

## Indiana

None

## Iowa

This policy is issued, pursuant to Iowa Code §5151, by an eligible surplus lines insurer in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.

## Kansas

This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition, and rates are not subject to review by the Commissioner of Insurance and the insured is not protected by any guaranty fund.

## Kentucky

This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.

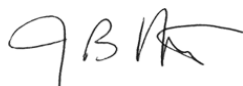
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**Coverage:** GL

## Louisiana

This insurance policy is delivered as a surplus lines coverage under the Louisiana Insurance Code.

In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association, which guarantees only specific types of policies issued by insurance companies authorized to do business in Louisiana.

This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:



Signature of Licensed Louisiana Surplus Lines Broker or Authorized

Representative Lockton Affinity. LLC – Jeffrey Hewitt – Lockton Affinity. LLC

License #187121

## Maine

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210    **License:** PRN67691

This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.

## Maryland

This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.

## Massachusetts

This policy is insured by a company which is not admitted to transact insurance in the commonwealth, is not supervised by the commissioner of insurance, and, in the event of an insolvency of such company, a loss shall not be paid by the Massachusetts Insurers Insolvency Fund under chapter 175D.

## Michigan

This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.

## Minnesota (ELIGIBLE SURPLUS LINES CARRIERS)

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.

## Mississippi

**Note:** This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

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**Coverage:** GL

## Missouri

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 133949

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Guaranty Association. The insurer is not licensed by the state of Missouri and is not subject to its supervision.

## Montana

NOTICE: This coverage is issued by an unauthorized insurer that is an eligible surplus lines insurer. If this insurer becomes insolvent, there is no coverage by the Montana Insurance Guaranty Association under the Montana Insurance Guaranty Association Act. (MCA § 33-2-303).

## Nebraska

**Surplus Lines Broker:** Lockton Affinity, LLC - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 100173884

This policy is issued by a nonadmitted insurer, and in the event of the insolvency of such insurer, this policy will not be covered by the Nebraska Property and Liability Insurance Guaranty Association.

## Nevada

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

## New Hampshire

The company issuing this policy has not been licensed by the state of New Hampshire and the rates charged have not been approved by the commissioner of insurance. If the company issuing this policy becomes insolvent, the New Hampshire insurance guaranty fund shall not be liable for any claims made against the policy.

## New Jersey

This policy is written by a surplus lines insurer and is not subject to the filing or approval requirements of the New Jersey Department of Banking and Insurance. Such a policy may contain conditions, limitations, exclusions and different terms than a policy issued by an insurer granted a Certificate of Authority by the New Jersey Department of Banking and Insurance. The insurer has been approved by the Department as an eligible surplus lines insurer, but the policy is not covered by the New Jersey Insurance Guaranty Fund, and only a policy of medical malpractice liability insurance as defined in N.J.S.A. 17:30D-3d or a policy of property insurance covering owner-occupied dwellings of less than four dwelling units are covered by the New Jersey Surplus Lines Guaranty Fund.

## New Mexico

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 722138

**This policy provides surplus lines insurance by an insurer not otherwise authorized to transact business in New Mexico. This policy is not subject to supervision, review, or approval by the superintendent of insurance. The insurance so provided is not within the protection of any guaranty fund law of New Mexico designed to protect the public in the event of the insurer's insolvency.**

## New York

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

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**Coverage:** GL

## North Carolina

**Surplus Lines Broker:** Jodi L. Jennings

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

## North Dakota

### NOTICE

1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called “nonadmitted” or “surplus lines” insurers.
2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state.
3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.
4. Some states maintain lists of approved or eligible surplus lines insurers and surplus line producers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used.
5. For additional information about the above matters and about the insurer, you should ask questions of your insurance producer or surplus lines producer. You may also contact your insurance department consumer help line.

## Ohio

The insurance hereby evidenced is written by an approved nonlicensed insurer in the State of Ohio and is not covered in case of insolvency by the Ohio Insurance Guaranty Association.

## Oklahoma

This policy is not subject to the protection of any guaranty association in the event of liquidation or receivership of the surplus lines insurer. (Okla. Stat. Ann. tit. §36, 1111).

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**Coverage:** GL

## Oregon

This is evidence of insurance procured and developed under the Oregon Surplus Lines Laws. It is not covered by the provisions of ORS 734.510 to 734.710 relating to the Oregon Insurance Guaranty Association. If the insurer issuing this insurance become insolvent, the Oregon Insurance Guaranty Association has no obligation to pay claims under this evidence of insurance.

## Pennsylvania

**Surplus Lines Broker:** Lockton Affinity, LLC - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 67559  
The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is not covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

## Rhode Island

THIS INSURANCE CONTRACT HAS BEEN PLACED WITH AN INSURER NOT LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND BUT APPROVED AS A SURPLUS LINES INSURER. THE INSURER IS NOT A MEMBER OF THE RHODE ISLAND INSURERS INSOLVENCY FUND. SHOULD THE INSURER BECOME INSOLVENT, THE PROTECTION AND BENEFIT OF THE RHODE ISLAND INSURANCE INSOLVENCY FUND ARE NOT AVAILABLE.

## South Carolina

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 722138  
This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.

## South Dakota

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 2943692  
THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOT UNDER THE JURISDICTION FO THE SOUTH DAKOTA INSURANCE DIRECTOR.

## Tennessee

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus lines coverage pursuant to the Tennessee insurance statutes.

## Texas

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

## Utah

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 410697  
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. (UC 31A-45-103 [8]).

**Named Insured:** Forces of Montcalm & Wolfe, Inc.  
**Policy Number:** LOC-GL-B001005-01  
**Policy Period:** 06-APR-2025 to 06-APR-2026  
**Insurer:** Certain Underwriter's at Lloyd's, London  
**Coverage:** GL

## Vermont

The company issuing this policy has not been licensed by the State of Vermont and the rates charged have not been approved by the Commissioner of Financial Regulation. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.

## Virginia

**Surplus Lines Broker:** Lockton Affinity, LLC- 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 105658

### NOTICE TO INSURED

THE INSURANCE POLICY THAT YOU HAVE APPLIED FOR HAS BEEN PLACED WITH OR IS BEING OBTAINED FROM AN INSURER APPROVED BY THE STATE CORPORATION COMMISSION AS AN ELIGIBLE NONADMITTED INSURER OF THE COMMONWEALTH OF VIRGINIA. THEREFORE, YOU, THE POLICYHOLDER, AND PERSONS FILING A CLAIM AGAINST YOU ARE NOT PROTECTED UNDER THE VIRGINIA PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION ACT (§§38.2-1600 et seq.) OF THE CODE OF VIRGINIA AGAINST DEFAULT OF THE COMPANY DUE TO INSOLVENCY. IN THE EVENT OF INSURANCE COMPANY INSOLVENCY, YOU MAY BE UNABLE TO COLLECT ANY AMOUNT OWED TO YOU BY THE COMPANY REGARDLESS OF THE TERMS OF THIS INSURANCE POLICY, AND YOU MAY HAVE TO PAY FOR ANY CLAIMS MADE AGAINST YOU. [Virginia Form SLB-9 (Rev. 9/96)] (Va. Code Ann. §38.2-4806).

## Washington

This contract is registered and delivered as a surplus line coverage under the Insurance Code of the state of Washington, Title 48 RCW. It is not protected by any Washington state guaranty association law.

## West Virginia

THIS COMPANY IS NOT LICENSED TO DO BUSINESS IN WEST VIRGINIA, AND IS NOT SUBJECT TO THE WEST VIRGINIA INSURANCE GUARANTY ACT.

## Wisconsin

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 722138

This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus lines coverage pursuant to s. 618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3 percent tax on gross premium.

## Wyoming

**Surplus Lines Broker:** Jeffrey B. Hewitt - 10895 Lowell Avenue, Suite 300, Overland Park, KS 66210      **License:** 196738

This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department. In the event of insolvency of the surplus lines insurer, losses will not be paid by the Wyoming Insurance Guaranty Association or the Wyoming Life and Health Insurance Guaranty Association.

Revised November 17, 2022

## TERRORISM COVERAGE NOTICE

Coverage for acts of terrorism is included in your policy.

You are hereby notified that the Terrorism Risk Insurance Act, as amended in 2019, defines an act of terrorism in Section 102(1) of the Act: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is included with your premium and does not include any charges for the portion of losses covered by the United States government under the Act.

**NOTICE TO STANDARD FIRE STATE POLICYHOLDERS:** In certain states (“standard fire states”), a terrorism exclusion makes an exception for (and thereby provides coverage for) fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy, subject to all other policy terms, conditions and exclusions.

#### **APPLICABLE LAW (U.S.A.)**

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

14/09/2005

**Sanctions Limitation Clause**

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

LMA3100A

5 October 2023

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
New & Renewal Business Endorsement**

*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.*

In consideration of an additional premium (included), it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

LMA5389

09 January 2020

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

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

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

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

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



## **AM BEST CREDIT RATING**

**CARRIER:** Certain Underwriter's at Lloyd's, London

**AM BEST RATING:** A s Excellent

AM Best is a global credit rating agency with a focus on the insurance industry. This rating is a recognized indicator of an insurer's financial strength and ability to meet ongoing obligations to policyholders. Lockton Affinity does not perform an independent analysis and therefore cannot guarantee or make any representations in regards to the financial condition of any insurance companies with which we place business.

Visit [ambest.com](http://ambest.com) for more information about AM Best and their rating methodology.

AM Best is not engaged in the offer or sale of any security and does not provide investment advice of any kind. These ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations. Further, all ratings, are provided "as is," without warranty of any kind, express or implied. The rating information is current as of the delivery date of this policy and is subject to change without notice.

## **CLAIM REPORTING FOR**

Lockton Affinity Outdoor

**For Property, General Liability and Other Liability Claims**

**Call: 1-888-285-8076**

**Your policy number is LOC-GL-B001005-01**

**It is important to report all claims or incidents that may result in a claim as quickly as possible. Your policy contains information about your obligation to report claims within a specific timeframe. If you do not report your claim during this timeframe, it may not be covered.**





# Lloyd's Certificate

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**This Insurance** is effected with certain Underwriters at Lloyd's, London.

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Lockton Affinity, LLC  
Executive Center  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210

## CERTIFICATE PROVISIONS

1. **Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
2. **Correspondent Not Insurer.** The Correspondent is not an Insurer hereunder and neither is nor shall be liable for any loss or claim whatsoever. The Insurers hereunder are those Underwriters at Lloyd's, London whose syndicate numbers can be ascertained as hereinbefore set forth. As used in this Certificate "Underwriters" shall be deemed to include incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
3. **Cancellation.** If this Certificate provides for cancellation and this Certificate is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
4. **Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Lloyd's America, Inc, Attention: Legal Department, 280 Park Avenue, East Tower, 25th Floor, New York NY 10017 and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.  
The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.
5. **Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
6. **Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.
7. **Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation.

Short Rate Cancellation Table For Term of One Year.

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1 .....	5%	66 - 69 .....	29%	154 - 156 .....	53%	256 - 260 .....	77%
2 .....	6	70 - 73 .....	30	157 - 160 .....	54	261 - 264 .....	78
3 - 4 .....	7	74 - 76 .....	31	161 - 164 .....	55	265 - 269 .....	79
5 - 6 .....	8	77 - 80 .....	32	165 - 167 .....	56	270 - 273 ( 9 mos ) ....	80
7 - 8 .....	9	81 - 83 .....	33	168 - 171 .....	57	274 - 278 .....	81
9 - 10 .....	10	84 - 87 .....	34	172 - 175 .....	58	279 - 282 .....	82
11 - 12 .....	11	88 - 91 ( 3 mos ) ....	35	176 - 178 .....	59	283 - 287 .....	83
13 - 14 .....	12	92 - 94 .....	36	179 - 182 ( 6 mos ) ....	60	288 - 291 .....	84
15 - 16 .....	13	95 - 98 .....	37	183 - 187 .....	61	292 - 296 .....	85
17 - 18 .....	14	99 - 102 .....	38	188 - 191 .....	62	297 - 301 .....	86
19 - 20 .....	15	103 - 105 .....	39	192 - 196 .....	63	302 - 305 ( 10 mos ) ....	87
21 - 22 .....	16	106 - 109 .....	40	197 - 200 .....	64	306 - 310 .....	88
23 - 25 .....	17	110 - 113 .....	41	201 - 205 .....	65	311 - 314 .....	89
26 - 29 .....	18	114 - 116 .....	42	206 - 209 .....	66	315 - 319 .....	90
30 - 32 ( 1 mos ) ....	19	117 - 120 .....	43	210 - 214 ( 7 mos ) ....	67	320 - 323 .....	91
33 - 36 .....	20	121 - 124 ( 4 mos ) ....	44	215 - 218 .....	68	324 - 328 .....	92
37 - 40 .....	21	125 - 127 .....	45	219 - 223 .....	69	329 - 332 .....	93
41 - 43 .....	22	128 - 131 .....	46	224 - 228 .....	70	333 - 337 ( 11 mos ) ....	94
44 - 47 .....	23	132 - 135 .....	47	229 - 232 .....	71	338 - 342 .....	95
48 - 51 .....	24	136 - 138 .....	48	233 - 237 .....	72	343 - 346 .....	96
52 - 54 .....	25	139 - 142 .....	49	238 - 241 .....	73	347 - 351 .....	97
55 - 58 .....	26	143 - 146 .....	50	242 - 246 ( 8 mos ) ....	74	352 - 355 .....	98
59 - 62 ( 2 mos ) ....	27	147 - 149 .....	51	247 - 250 .....	75	356 - 360 .....	99
63 - 65 .....	28	150 - 153 ( 5 mos ) ....	52	251 - 255 .....	76	361 - 365 ( 12 mos ) ....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  1. Determine full annual premium as for insurance written for a term of one year.
  2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was originally written.
  3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

LLOYD'S

One Lime Street London EC3M 7HA

## COMMON POLICY DECLARATIONS

**Policy Number:** LOC-GL-B001005-01

**Renewal of Number:**  
LOC-GL-B001005-00

**Underwriters:** Certain Underwriters, Lloyds, London

**Unique Market Reference Number:** B6012LOCKTON24

**Named Insured and Mailing Address**

Forces of Montcalm & Wolfe, Inc.  
1826 Shelby Street  
New Albany IN 47150

**Agency and Mailing Address**

Lockton Affinity, LLC  
10895 Lowell Avenue, Suite 300  
Overland Park, KS 66210

**Policy Period:** From 06-APR-2025 to 06-APR-2026  
12:01 A.M. Standard Time at your mailing address shown above.

**Business Description:** Reenactment Club

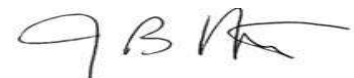
**Tax State:** IN

IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
Commercial General Liability Coverage Part Certified Acts of Terrorism Other Charges:	<b>PREMIUM</b> \$ 1086.00 Included
	<b>TOTAL ADVANCE PREMIUM</b> \$ 1086.00 <b>TOTAL OTHER CHARGES</b> \$ <b>TOTAL</b> \$ 1086.00
Form(s) and Endorsement(s) made a part of this policy at time of issue*: <b>See SCHEDULE OF FORMS AND ENDORSEMENTS – PIL 10 10</b>	

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

**NAME OF INSURER AND PERCENTAGE PARTICIPATION ON THIS RISK:**  
**CERTAIN UNDERWRITERS, LLOYDS, LONDON**

Syndicate	Number	Liability signing
Beazley Furlonge Ltd	AFB2623	72.00%
Beazley Furlonge Ltd	AFB 623	28.00%



Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

**THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS  
AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY**

## **SCHEDULE OF TAXES, SURCHARGES AND FEES**

### **SCHEDULE**

<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>Tax</b>	<b>\$ 27.15</b>
<b>TOTAL</b>	<b>\$ 27.15</b>

## SCHEDULE OF FORMS AND ENDORSEMENTS

Insured Name: Forces of Montcalm & Wolfe, Inc.

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

PIL2021 12 20	Terrorism Coverage Notice
LMA5021 09 05	APPLICABLE LAW (USA)
LMA3100A 10 23	Sanctions Limitation Clause
LMA5389 09 20	US Terrorism Risk Insurance Act of 2002
ILP001 01 04	US Treasury Departments OFAC Advisory Notice
PIL0010 0818	Common Policy Declarations
LO0002 12 20	Schedule of Taxes Surcharges and Fees
PIL1010 08 18	Schedule of Forms and Endorsements
LO0001 12 20	Commercial General Liability Coverage Part Declarations
LOC SCHED	Schedule of Locations
LO0105 12 20	Minimum Earned Premium Endorsement
LFGL23 08 03	Defense Costs Outside The Limit
IL0017 11 98	Common Policy Conditions
IL0021 09 08	Nuclear Energy Liability Exclusion Endorsement
LFGL23 08 03G	AGGREGATE SUBLIMIT FOR DEFENSE COSTS - SELF-INFLICTED INJURIES
IL0985 12 20	Disclosure Pursuant to Terrorism Risk Insurance Act
LFGL23 08 01A	Commercial General Liability Coverage Form
LFGL23 10 01	Computer Information Security and Privacy Coverage Claims Made and Reported
PCG1446 08 18	Limitation of Coverage to Classifications Listed on the Policy
PCG2102 08 18	Delete Nonrenewal Notice
CG2171 01 15	Exclusion of Other Acts of Terrorism Committed Outside of the United States
LFGL23 08 05	Non-Owned Auto and Hired Auto Liability Coverage Endorsement

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: LOC-GL-B001005-01

Effective Date: 04/06/2025

12:01 A.M., Standard Time

## LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000	
General Aggregate Limit	\$ 1,000,000	
Products/Completed Operations Aggregate Limit	\$ 1000000	
Outdoor Instructors Professional Liability Per Occurrence Limit	\$ Not Purchased	
Personal and Advertising Injury Limit	\$ 1,000,000	Any one person or organization
Damage To Premises Rented To You Limit	\$ 250,000	Any one premises
Medical Expense Limit	\$ 5,000	Any one person

## BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Form of Business: ☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company (LLC)  
☒ Organization, including a Corporation (but not including a Partnership, Joint Venture or LLC)  
Business Description: Reenactment Club  
Location of Primary Premises You Own, Rent or Occupy:  
244 North Street Danville, IN 46122

## CLASSIFICATION AND PREMIUM

Code No.	Classification	Premium Basis	Exposure	Rate	
				Prem/Ops	Pr/Co
48610	Sports or Outdoor Activities	Members	125	1086	

## Additional Coverage Options

Hired and Non Owned Auto

Included

Total Coverage Part Premium

\$1,086.00

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

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See SCHEDULE OF FORMS AND ENDORSEMENTS - PIL 10 10

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.



POLICY NUMBER: LOC-GL-B001005-01

SCHEDULE OF LOCATIONS

Loc. No.	Bldg. No.	Designated Locations
		(Address, City, State, ZIP Code)
001	001	244 North Street Danville IN 46122

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MINIMUM EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that a minimum earned premium of 25% of the annual premium applies. In the event of cancellation by the **Insured**, any return premium will not exceed the remaining unearned premium.

All other provisions of this Policy remain the same.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged for this Policy, it is hereby agreed that, notwithstanding anything contrary in the Policy:

1. The Commercial Liability Part Declaration is amended with the addition of the following:

Item 1	USD \$ 1,000,000	Defence Costs Limit in the aggregate (Defense Costs inside the Limit once exhausted)
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2. "SUPPLEMENTARY PAYMENTS – COVERAGES A AND B" of the Policy is deleted and replaced by the following::

**SUPPLEMENTARY PAYMENTS**

We will pay on your behalf, with respect to any claim or suit we defend:

1. All expenses we incur other than "defense costs".
2. Up to \$250.00 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.
3. 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
4. All reasonable expenses incurred by you at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$100.00 a day because of time off from work.
5. 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.
6. Prejudgment interest awarded against you 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.

7. All interest of 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 reduce the applicable aggregate policy limit.

8. We will pay “defense costs” subject to the Defense Costs Outside Limit of Insurance.

3. Section III. LIMIT OF INSURANCE is amended with the addition of the following paragraph 8:

The Defence Costs Outside Limit on the Declarations is the most we will pay for any and all “defense costs” incurred to defend you in any and all claims and suits . Each time we make a payment of “defense costs” this will reduce this limit and may exhaust it.

Once the Defence Cost Outside Limit is exhausted then any further defense costs that we incur to defend you in any claim or suit will reduce the General Aggregate Limit or the Products-Completed Operations Aggregate limit and will reduce and may exhaust those limits.

All other limits of liability as stated on the declarations page and in Section IV of the policy remain the same.

4. Section V. DEFINITIONS is amended with the addition of the following:

“defense costs” means:

- (a) reasonable and customary fees charged by an attorney designated and agreed by us;
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim or suit if incurred by us or by you with our prior written consent.

Defense costs do not include any salary, overhead or other charges an insured incurs for any time spent in co-operating in the defense and investigation of any claim or suit.

All other terms and conditions of this Policy remain unchanged.

## 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.**

## **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.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**

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

**AGGREGATE SUBLIMIT FOR DEFENSE COSTS - SELF-INFLICTED BODILY  
INJURY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

In consideration of the premium charged for this Policy, it is hereby agreed that:

Solely with respect to any "defense costs" in connection with or resulting from any claim made or "suits" brought for self-inflicted "bodily injury" Section I, Coverage A, 2. Exclusions, Exclusion S, shall not apply, however, Our maximum aggregate sublimit of liability for such "defense costs" shall be \$50,000 which amount shall be part of and not in addition to the Defense Costs Limit specified in the Defense Costs Outside Limit Endorsement.

All other terms and conditions of this Policy remain unchanged.



## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

<b>SCHEDULE – PART I</b>	
<b>Terrorism Premium (Certified Acts)</b>	\$ Included
This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): Commercial General Liability Coverage	
Additional information, if any, concerning the terrorism premium:	
<b>SCHEDULE – PART II</b>	
<b>Federal share of terrorism losses</b>	80 %
(Refer to Paragraph B. in this endorsement.)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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.

# 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.

This policy contains a new section: EXCLUSIONS APPLICABLE TO COVERAGES A, B AND C, please read this carefully.

## 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 lawful 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 or his indemnitee 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.

(4) the negligence hiring, supervision or training or any person for whom any insured is or ever was legally responsible and whose conduct would have been excluded by (1), (2) or (3) above.

This exclusion only applies if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether not such activity:
  - a. Required a license; or
  - b. Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4) Are an owner or lessor of premises used for such purpose.

### 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" which would not have occurred in whole or in 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 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 responding to, or assessing the effects of, "pollutants".

#### **g. Aircraft Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, 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, 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 that is less than 26 feet with a maximum of 150 HP and is used solely for the transporting of hunters to hunt sites, placing or retrieving of decoys (or similar hunting paraphernalia), or fishing. Coverage does not apply for any activities such as use as a duck blind when "firearms" are discharged.
- (3) 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.

**r. Use of Alcohol, Intoxicants and/or Narcotics**

“Bodily injury” or “property damage” arising out of the actions of any person while under the influence of alcohol, intoxicants, narcotics or any other mind-altering substance.

**s. Self -Inflicted Injury**

Self inflicted “bodily injury” whether intentional or not. “

**t. Martial Arts Instruction**

“Bodily injury” or “property damage” arising out of pugilistic or martial arts instruction including, but not limited to, wrestling, boxing, kick boxing, karate, kung fu, judo, jujitsu or aikido.

**u. Force On Force Instruction**

“Bodily injury” or “property damage” arising out of “force on force instruction”

**v. Criminal Acts**

“Bodily injury” or “property damage” arising out of a criminal act committed by any insured.

**w. Negligent Entrustment**

“Bodily injury” or “property damage” arising out of any “negligent mistrustment” by any insured.

**x. Lack of Certification**

“Bodily injury” or “property damage” arising out of the use of a “firearm” for which the insured was not certified, licensed or otherwise legally allowed to own, use, instruct on the use of, sell or distribute.

**y. Access Or Disclosure Of Confidential Or Personal Information And Data Related Liability**

Damages arising out of:

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

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

However unless paragraph (1) applies, this exclusion does not apply to damages because of “bodily injury”.

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

**z. Assault And Battery**

“Bodily injury” or “property damage” arising out of any actual or alleged:

- (1) “assault and battery” including “sexual assault and battery”;
- (2) Failure by any person to prevent, stop any “assault and battery” or “sexual assault and battery” or mitigate the harmful effects of any “assault and battery” or “sexual assault and battery”, including:
- a. Failure to notify law enforcement or other persons with authority or ability to prevent, stop or mitigate the harmful effects of any “assault or battery” or “sexual assault or battery” or
  - b. Negligent hiring, placement, training, supervision or retention of any person or organization including “employee”, “leased worker”, “temporary worker” or “independent contractor”.

This exclusion will not apply to lawful use of reasonable force to protect persons or property.

**aa. Occurrences Prior To Inception**

any "bodily injury" or "property damage" which was in progress as of the inception date of the policy or which first occurred, or which is alleged to have first occurred, prior to the inception date of this policy, whether such "bodily injury" or "property damage" is known or unknown by any insured.

This exclusion also applies to "bodily injury" and "property damage" which the "products-completed operations hazard."

This exclusion applies regardless of whether any "bodily injury" or "property damage" which first occurred prior to the inception date of this policy or is alleged to be occurring as of the inception of this policy, continues or progressively deteriorates during the policy period.

**bb. Punitive, Exemplary Or Treble Damages, Fines, Penalties Or Multipliers Of Attorneys' Fees**

punitive, exemplary or treble damages, fines or penalties whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable, including any multiplier of attorneys' fees statutorily awarded to the prevailing party.

**cc. Silica Or Silica-Related dust**

- (1) "bodily injury" arising in whole or in part, out of the actual, alleged, threatened or suspected inhalation or ingestion of, "silica" or "silica related dust".
- (2) "property damage" arising in whole or in part, out of the actual or alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica related dust".
- (3) Any loss, cost, 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.

**dd. Auto**

Any liability arising out of the ownership, maintenance, use or "loading or unloading" of any "auto" whether owned, maintained, operated or used loaded or unloaded by you or by others acting on your behalf. Further we shall have no duty to defend any insured against any loss, claim, "suit" or other proceedings alleging damages arising out of or related to "bodily injury" or "property damage" to which this exclusion applies.

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

**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**

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

**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.

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

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

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

**r. Punitive, Exemplary Or Treble Damages, Fines, Penalties Or Multipliers Of Attorneys' Fees**

punitive, exemplary or treble damages, fines or penalties whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable, including any multiplier of attorneys' fees statutorily awarded to the prevailing party.

**s. Silica Or Silica-Related dust**

- (1) "personal or 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".
- (2) Any loss, cost, 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.

**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.

## ADDITIONAL EXCLUSIONS APPLICABLE TO COVERAGE A BODILY INJURY AND PROPERTY DAMAGE, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY AND COVERAGE C MEDICAL PAYMENTS

This Insurance does not apply to "Bodily Injury", "Property Damage", "Personal and Advertising Injury", or "medical payments":

### a. Communicable Disease

arising out of the actual or alleged transmission of a communicable disease.

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

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to the authorities.

### b. Abuse Or Molestation

(1) arising out of the actual or threatened abuse or molestation by anyone of any person when in the care, custody or control of any insured; or

(2) the negligent:

(a)employment;

(b)investigation;

(c)supervision;

(d)reporting to the proper authorities, or failure to so report; or

(e)retention

of a person for whom the insured is or ever was legally responsibly and whose conduct would be excluded by paragraph (1) above.

**c. Fungi or Bacteria**

- (1) which would not have occurred or 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 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.
- (2) 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.

In respect of the coverage provided under Coverage A only, 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.

**d. Cannabis**

- (1) arising out of, the design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of, "cannabis";
- (2) the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, exposure to, existence of, or presence of "cannabis"; or
- (3) for damage to "cannabis"

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 that which is described in paragraph (1) above.

However, paragraph (2) does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened, or suspected inhalation, ingestion, absorption or consumption of, or contact with "cannabis" by:

(a) An insured; or

(b) Any other person for whom you are legally responsible;

But only if the "bodily injury" or "property damage" does not arise out of the selling, serving or furnishing of "cannabis" to any person described above.

This Exclusion does not apply to "personal and advertising injury" arising out of the following offenses:

(a) False arrest, detention or imprisonment; or

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

**e. Liquid Petroleum Gas**

arising out of production, refining, manufacturing, storage, handling, filling, shipping, transportation, distribution, sales, service or installation related to liquefied petroleum gas (LPG)

**f. Tobacco Or Electric Cigarettes Exclusion**

- (1) arising out of the real or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart disease or any other disease of the human body as a result of the consumption, use or exposure to the consumption or use of any "tobacco product" or "electronic cigarette product" that is manufactured, sold, handled or distribution by, for, or on behalf of any insured;
- (2) Any claim, "suit" or class action, whether or not certified as such, brought against any municipality, county, state, federal or other governmental entity, public foundation, non-profit organization, interest group or similar entity or by an individual who has not himself suffered "bodily injury" or "personal and advertising injury"; or
- (3) Any claim, "suit" or class action whether or not certified as such:
  - a. Seeking recovery of economic costs including medical, police or emergency services;

- b. Alleging interference with a right common to the general public, including claims for nuisance;
- c. Alleging damages or seeking injunctive relief arising from marketing, distribution or other sales or similar practices; or
- d. Alleging damages or seeking injunctive relief arising from the design of "your product" or the providing of or failure to provide warnings or instructions with respect to any "tobacco product" or "electronic cigarette product".

**g. Asbestos**

- (1) Arising out of a, or in any way related to, any asbestos related disease or illness, including but not limited to asbestosis, lung cancer or mesothelioma;
- (2) Inhalation of, ingestion of or prolonged physical exposure by any person to asbestos, asbestos fibers or goods or products containing asbestos;
- (3) Use of asbestos in "your work", "your or product" or the work, operations or product of any person or organization for whom you are responsible;
- (4) Intentional or accidental removal of asbestos from "your work" or "your product" or the work, operations or product of any person or organization for whom you may be legally responsible, including the encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure;
- (5) Manufacture, transportation, storage, handling, distribution, sale, application, mining, consumption, processing or disposal of asbestos, asbestos fibers, or goods, products or work containing asbestos by or on behalf of the insured; or
- (6) Acts or omissions of the insured in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing or disposal of asbestos, asbestos fibers or products containing asbestos. General supervision includes the rendering of or failing to render any instructions, warning or advice.

This insurance does not apply to any loss, cost or expense arising out of any request, demand or order that any insured or person or organization for whom you are legally responsible test for, monitor, clean up, remove, contain, treat, detoxify or in any way respond to or assess asbestos. This exclusion would apply to any claim or suit by or on behalf of any governmental authority or any other entity or person.

**h. Lead**

arising out of or in any way related to the actual or alleged presence, threatened dispersal, release, ingestion, inhalation or absorption of lead, lead compounds or lead which is or was contained in or incorporated in any material or substance including:

- (1) Inhalation, ingestion or other physical exposure by any person including such exposure related to any premises, structure, goods or products containing lead;
- (2) The use of lead in constructing or manufacturing any good, product or service;
- (3) Intentional or accidental removal of lead, including encapsulation, dispersal, sealing or disposal of any good, product, structure or real or personal property containing lead;
- (4) The manufacturing, transportation, storage or disposal of goods containing lead;
- (5) Any product manufactured, sold, handled, distributed by or on behalf of the insured which contains lead;
- (6) Acts of omissions of an insured in connection with the supervision of or participation in the removal, enclosure, encapsulation, dispersal, sealing or disposal of products or materials containing lead. Supervision includes the rendering of or failure to render any instructions, recommendations, warning or advice;
- (7) Any obligation to share damages, losses, costs, payments or expenses with or to indemnify or repay any person or organization that makes payment because of such injury or damage, loss, cost, payment or expense; or
- (8) Any request, order, requirement to abate, mitigate, remediate, contain, remove or dispose of lead, lead or materials or substance containing lead.

**i. Chromated Copper Aresenate Treated Wood**

arising out of or resulting from chromanated copper arsenate treated wood.

**k. Subsidence**

arising out of, resulting from, attributable to or contributed to, or aggravated by "subsidence".

**m. Historical Re-Enactment**

of any person who is participating in, practicing for, sponsoring or producing any historical re-enactment.

This exclusion applies whether or not the historical re-enactment is conducted by or sponsored by or on behalf of any insured.

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" involved practicing for or participating in the re-enactment.

**n. Directly imported goods**

arising out of any "directly imported goods".

**o. Professional Liability**

arising out of the rendering of or failure to render any professional services by an insured or on behalf of an insured.

This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "occurrence" which caused the "bodily injury" or "property damage" of the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by you, on your behalf or at the insured location by any person with respect to the operations described above.

This exclusion does not apply to any "firearm instruction" performed by an insured or on their behalf at any scheduled location.

**p. Booth Liability**

arising out of actions, displays, operations or products of any vendors, exhibitors, "independent contractors" or any other entity other than the insured who displays, sells, distributes products or has any booth operations at an event hosted by an insured whether the "bodily injury", "property damage", "personal and advertising injury" occurs on or away from the event premises.

This exclusion applies even if claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

**q. Named insured v Named insured**

"claims" or "suits" brought by a Named Insured covered by this Policy against any other Named Insured.

**r. Employment-Related Practices**

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

This exclusion applies:

- (i) Whether the injury causing event described in a.,- c., above occurs before employment, during employment or after employment of that person;
- (ii)Whether the insured may be liable as an employer or in any other capacity; and

(iii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Clearing, logging or lumbering operations**

arising out of "clearing, logging and lumbering operations".

**t. Fireworks**

arising out of the manufacturing, maintenance, handling, storage, igniting or use of fireworks, flash power, explosive compositions or combustible substances by any person.

This exclusion does not apply to the above substances when used in the manufacturing or sale of ammunition.

**u. Illegal ammunition**

Arising out of or in any way connected or related to illegal ammunition

**v. Sale Or Distribution Of A Firearm In Violation Of Laws**

arising out of acts committed with a "firearm" or ammunition that is sold, distributed, modified or transferred in any way by any insured where such sale, distribution, modification, transfer, advertising or marketing of such "firearm" or ammunition is in violation of ATF, federal, state or local laws or regulations applicable to the lawful modification, transfer, advertising or marketing of a "firearm" or ammunition, or violates any state or federal unfair or deceptive trade practices laws or regulations.

**w. Highly hazardous activities**

arising from the following activities which are not covered by this insurance:

(i) Carnivals;

(ii) Circus;

(iii) Fairs

(iv) Amusement rides;

(v) Concerts;

(vi) Motorized racing exhibition;

(vii) Demolition contests;

(viii) Wrestling;

(ix) Boxing;

(x) Gun shows;

(xi) Weddings or other non-firearm related events; and

(xii) Paintballing.

This exclusion applies regardless as to the where these activities take place and whether or not the above activities involve any firearms or shooting.

**x. Cyber**

Or any liability directly or indirectly caused by, resulting from, or arising out of a "cyber act", "cyber incident" or "data breach" including any action in controlling preventing, suppressing or remediating any "cyber act", "cyber incident" or "data breach".

**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.

### **Anti-stacking of limits**

If any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us, whether concurrent with, prior to or subsequent to this coverage, apply to the same "occurrence", "bodily injury" "property damage", offense as this policy, the maximum Limit of Insurance under all Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form, Coverage Part or policy. Regardless of the number of insureds, claims made, persons or organizations making claims or bringing "suits" or policies involved, all of the "bodily injury", "property damage" or "personal or advertising injury" resulting from the same accident or series of accidents or continuous or repeated exposure to the same general conditions and all losses or damages that are attributable directly or indirectly to one accident cause or to a series of accidental causes is considered "one occurrence" or offense regardless of the number of people injured, period of time or area over which such losses occur. .

## **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 Insurance, applies to a loss or "occurrence" we cover under Coverages A and B of this Coverage Part, our obligations are limited as follows:

- (a) This insurance is excess over and will not contribute with any other applicable insurance whether such insurance is primary, excess, contingent or issued on any other basis, and whether such insurance is collectible or not.

We have no duty under Coverage A or B to defend any "suit" until all other insurance is properly exhausted by actual payment of judgments, settlements or defense expenses by all other insurers. If no other insurer defends we have the option but not the obligation to do so. If we elect to defend we will be entitled to the insured's rights against any other insurer which provides coverage for the insured, and the insured shall do nothing to impair such rights at any time.

- (b) We will pay only that amount of loss, if any, up to the applicable limit, that exceeds the sum of:
  - i. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - ii. The total of all deductible and self-insured amounts under all other insurance.

#### 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", "temporary worker" a "volunteer worker" and a "loaned 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 provided the "bodily injury" or "property damage" is caused in whole or in part by your or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;

"insured contract" does not include any contract or agreement in which any insured assumes liability for "bodily injury" or "property damage" arising from any injury excluded under the "liquor liability exclusion".

**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 or series of accidents, including the continuous or repeated exposure to substantially the same general harmful conditions and all losses or damages that are attributable directly or indirectly to one accidental cause or to a series of accidental causes. All such exposure or losses will be added together and the total amount of such exposure or losses will be treated as one "occurrence" regardless of the number of people injured, the period of time or area over which such losses occur.

**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; or
  - e. The use of another's advertising idea 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. Damage to reputation, goodwill, acceptance in the market-place and other similar harms do not constitute damage to 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. Volunteer work does not include any club member.
- 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.
- 23. "Force on force instruction"** means instruction that includes the aiming of a "firearm" or other weapon at another person. "Force on force instruction" includes the use of "simulated ammunition" or any other device used in conjunction with a "firearm" or other weapon.
- 24. "Firearm" means:**
- a.** any weapon (including starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive or compressed air;
  - b.** The frame or receiver of any such weapon;
  - c.** Any firearm muffler or firearm silencer;
  - d.** Any "firearm part" or
  - e.** Any destructive device as defined by ATF regulation.
- 25. "Firearm part"** means any component piece that is or will become part of a finished "firearm" including but not limited to the trigger mechanism, upper receiver, lower receiver, bolt carrier group, muzzle, barrel, stock or any other accessory attached to or part of a "firearm".
- 26. "Simulated ammunition"** means any projectile fired from a weapon that is not designed to injure, maim or kill a live target and is used for training purposes in place of live ammunition.
- 27. "Negligent mistrustment"** means the supplying of a weapon or "firearm" by a seller for use by another person when the seller knows, or reasonably should know, the person to whom the product is supplied is likely to, and does, use the product in a manner involving unreasonable risk of physical injury to or death of, the person or others.
- 28. "Electronic data"** means information, facts or programs stored or 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 other media which are used with electronically controlled equipment.
- 29. "Fungi"** means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 30. "Silica"** means silicon dioxide (occurring in crystalline, amorphous or impure forms), silica particles, silica dust or silica compounds.
- 31. "Silica-related dust"** means a mixture or combination of silica and other dust particles.
- 32. "Cannabis" means:**
- (1)** Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or other cannabinoid, regardless of whether such THC or cannabinoid is natural or synthetic.
  - (2)** Paragraph (2) above includes, but is not limited to, any of the following containing such THC or cannabinoid:
    - a.** Any plant of the genus of Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or
    - i.** Any compound, by-product, extract, derivative, mixture or combination, such as:
    - ii.** Resin, oil, wax;
    - iii.** Hash or hemp; or
    - iv.** Infused liquid or edible cannabis;



Whether or not derived from any plant or part set forth in paragraph 2( a) above.

**33. "Assault and battery" means:**

- a.** any negligent or intentional physical contact with another without consent; or
- b.** Any threat of attempt to inflict offensive physical contact or bodily harm on a person that puts the person in immediate danger of or in apprehension of, whether or not actual touching or use of force on a person occurs.

**34. "Sexual assault and battery" means:**

- a.** any nonconsensual touching or contact of another of a sexual nature done by force, threat of force, or violence; or
- b.** Any threat or attempt to inflict offensive physical contact of a sexual nature whether or not an actual offensive touching or use of force on a person occurs.

**35. "Loaned worker" means a worker provided to you, other than by a labor union or leasing firm, who acts at the direction of an insured, but for whom you do not withhold any income tax or unemployment tax".**

**36. "Tobacco product" means any type of tobacco in any form or any product that contains tobacco, and includes the following:**

- (1)** Raw or cured tobacco, cigars and cigar wrappers or pipe tobacco;
- (2)** Cigarette filters, snuff, chewing tobacco, smokeless tobacco, cigarettes and cigarettes paper;
- (3)** Tobacco smoke, gaseous or solid residues or by-products of tobacco use or consumption;
- (4)** Any chemical, mineral or other product sprayed on, or applied to or customarily found within or used in conjunction with tobacco or with respect to any product that contains tobacco; or
- (5)** Any warranty or representation made at any time with respect to the fitness, quality, durability, performance or use of tobacco, or with respect to any product that contains tobacco.

**37. "Electronic cigarette product" means any chemicals minerals or liquids, whether or not such chemicals, minerals or liquids contain nicotine, natural or synthetic nicotine in any form, or any product that contains chemicals, minerals or liquids or natural or synthetic nicotine and includes the following:**

- (1)** any filter, paper, tip or wrapper of products containing chemicals, minerals, liquids or natural or synthetic nicotine;
- (2)** smoke vapor, fumes, residues or any by-products of chemicals, minerals, liquids or natural or synthetic nicotine or consumption;
- (3)** any chemical, mineral, liquid or other product sprayed on or applied to or customarily found within or used in conjunction with any type of electronic cigarette; or
- (4)** any warranty or representation made at any time with respect to the fitness, quality, durability, performance or use of chemicals, minerals, liquids or natural or synthetic nicotine or with respect to any product that contains chemicals, minerals, liquids or natural or synthetic nicotine.

**38. "Subsidence" means any ground movement caused or contributed by:**

- (1)** Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2)** Landslide or mud flow, including any earth sinking, settling, rising or shifting related to such event;
- (3)** Earth sinking, collapsing, caving in, rising or shifting including soil conditions which cause settling, cracking or other disarrangement or foundations or other part of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground or surface; or
- (4)** any of the above arising out of or related to a man-made mine whether or not mining activity has ceased.

**39. "Directly imported goods" means any Firearms, weapons, goods, merchandise or item(s) received, obtained, purchased or otherwise acquired directly from any person or entity domiciled in a country other than the United States of America, Canada, European Union and United Kingdom.**

**40. "Firearm instruction" means providing classroom and range education either in person or virtually to a student in the safe and ethical practice of:**

- a.** Basic "firearm" "marksmanship" training for pistol, shotgun, rifle and carbine;
- b.** Basic "firearm" function and safety;
- c.** Advanced "firearm" "marksmanship" training for pistol, shotgun, rifle and carbine;
- d.** "Firearm" function, assembly, disassembly and cleaning;

- e. Concealed carry certification;
  - f. Air-gun cross-bow, long bow or compound marksmanship;
  - g. Skeet, trap, sporting clays and other clay target shooting disciplines;
  - h. Olympic shooting disciplines;
  - i. "Gunsmithing"; or
  - j. Ammunition reloading process and safety.
42. "Marksmanship" means skill in shooting.
43. "Independent contractor" means a person or organization, including a subcontractor, who performs, services for another person as a non-employee under an express or implied contract or agreement.
44. "Clearing, logging and lumbering operations" means all commercial operations associated with the felling of timber and production of lumber, including road building operations, land clearing by controlled burning, the operation of saw or planing mills, operations incidental to any of these, and the ownership, maintenance, or use of "mobile equipment" in connection with such operations, if such operations are conducted by the Named Insured.
45. "Gunsmithing" means the customizing, modifying, assembly, repair or servicing of a "firearm."
46. "Cyber Act" means any actual or alleged unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, or the threat or hoax thereof, regardless of time and place, involving access to, processing of, disclosure of, use of, suspension of or operation of any Computer System or Data.
47. "Cyber Incident" means:
- (1) any actual or alleged error, omission or accident, or series of related errors, omissions or accidents, involving any "Computer System";
  - (2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any "Computer System"; or
  - (3) any actual or alleged violation of any "Privacy Law" in relation to "Data".
48. "Computer System" means any computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet or wearable device), server, cloud or microcontroller, including any

similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the insured or any other party.

48. "Data Breach" means the actual or alleged theft, loss or unauthorized disclosure of "data" that is in the care, custody or control of the insured or a third party for whose theft, loss or unauthorized disclosure of "data" the insured is liable.
49. "Data" means any information, facts, concepts or code that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
50. "Privacy Law" means any law or regulation concerning the collection, use, safeguarding, handling, storage, retention or destruction of information.

Effective date of this Endorsement: 06-APR-2025

This Endorsement is attached to and forms a part of Policy Number: LOC-GL-B001005-01

Certain Underwriters of Lloyds Referred to in this endorsement as either the "We" "Us" or "Our"

**COMPUTER INFORMATION SECURITY AND PRIVACY COVERAGE CLAIMS MADE AND  
REPORTED COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. The following is added to Item 1 LIMIT OF INSURANCE of the Declarations:

**Computer Network Security and Privacy Liability Limit of Insurance**

\$100,000 Computer Network Security and Privacy Liability Each **Claim** Limit includes **Claims Expenses**

\$100,000 Computer Network Security and Privacy Liability Term Aggregate including **Claims Expenses** – but sublimited to:

\$100,000 Aggregate for the Policy Period for all **Privacy Violation Costs** covered under D.2.4. of this endorsement.

\$100,000 Aggregate for the Policy Period for all **Claims Expenses** and **Penalties** covered under D.2.5. of this endorsement.

The above sublimit of liability is in addition to, the General Aggregate Limit referred to in Item 1 of the Declarations.

2. Solely applicable to the coverage provided by this endorsement:

Deductible: USD 1,000 per claim

3. Solely with regard to this endorsement, the Declarations is amended by the addition of the following:

Retroactive Date 4-6-2024

Notice of Claim claims@beazley.com

4. **SECTION I – COVERAGES** is amended with the addition of the following coverage

**COVERAGE D. COMPUTER INFORMATION SECURITY AND PRIVACY COVERAGE:**

**Insuring Agreement**

**1. COMPUTER INFORMATION SECURITY LIABILITY**

We will pay on behalf of the insured, **Damages** and **Claims Expenses** which the insured shall become legally obligated to pay because of any **Claim** first made against You and reported to Us in writing during the policy period shown in the Declarations for:

- A. theft or unauthorized disclosure or use of a **Data Asset** stored on **Computer Systems**, including theft of a **Data Asset** containing **Personally Identifiable Non-Public Information** that results identity theft or other misuse of such **Data Asset**;
- B. the alteration, corruption, destruction, deletion, or damage to a **Data Asset** stored on **Computer Systems**; or
- C. the failure to prevent transmission of **Malicious Code** from **Computer Systems** to third party computer systems;

that directly results from a failure of **Computer Security** to prevent a **Security Breach**.

Such **Security Breach** must take place on or after the Retroactive Date listed this endorsement and before the end of the policy period shown in the Declarations.

- D. **Damages and Claims Expenses** which **You** shall become legally obligated to pay because of any **Claim** first made against **You** and reported in writing to **Us** during the Policy Period shown in the Declarations for the theft of a **Data Asset** stored on the Named Insured's hardware or data storage media that was physically stolen by a person other than **You** from a premises occupied and controlled by the Named Insured.

Such theft must take place on or after the Retroactive Date shown in this endorsement and before the end of the policy period shown in the Declarations.

## 2. **PRIVACY LIABILITY**

We will pay on Your behalf:

**Damages and Defence Costs** which You shall become legally obligated to pay because of any **Claim**, including a **Claim** for violation of a **Privacy Law**, first made against You and reported in writing to Us during the policy period shown in the Declarations for:

- 1. theft, loss or **Unauthorized Disclosure** of **Personally Identifiable Non-Public Information** that is in the care, custody or control of the Named Insured, or an independent contractor that is holding, processing, or transferring such information on behalf of the Named Insured, provided such theft, loss or **Unauthorized Disclosure** takes place on or after the Retroactive Date shown in this endorsement and before the end of the policy period shown in the Declarations;
- 2. the Named Insured's failure to timely disclose a **Security Breach** in violation of any **Breach Notice Law**; provided such **Security Breach** must take place on or after the Retroactive Date shown in this endorsement and before the end of the policy period shown in the Declarations;
- 3. failure by You to comply with that part of a **Privacy Policy** that specifically:
  - a. prohibits or restricts the Named Insured's disclosure, sharing or selling of a person's **Personally Identifiable Non-Public Information**;
  - b. requires the Named Insured to provide access to **Personally Identifiable Non-Public Information** or to correct incomplete or inaccurate **Personally Identifiable Non-Public Information** after a request is made by a person; or
  - c. mandates procedures and requirements to prevent the loss of **Personally Identifiable Non-Public Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must take place on or after the Retroactive Date shown in this endorsement and before then end of Policy Period shown in the Declarations and the Named Insured must, at the time of such acts, errors or omissions have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

4. **Notification Costs**

To indemnify the Named Insured for:

**Privacy Violation Costs** incurred by the Named Insured with Our prior consent arising out of its requirement to comply with a **Breach Notice Law** resulting from an incident described in paragraphs D. 2.1, D.2.2. or D.2.3. above that takes place on or after the Retroactive Date shown in this endorsement and before the end of the policy period shown in the Declarations; provided such incident must be reported to Us during the policy period shown in the Declarations, if applicable.

5. **Regulatory Defense and Penalties**

To pay on Your behalf:

**Claims Expenses** and **Penalties** resulting from any **Claim** in the form of a **Regulatory Proceeding** first made against You and reported in writing to Us during the policy period shown in the Declarations, if applicable, resulting from a violation of a **Privacy Law** and caused by an incident described in Insuring Agreement D.2.1 and D.2.2 of this endorsement that takes place on or after the Retroactive Date shown in this endorsement and before the end of the policy period shown in the Declarations.

2. Solely with respect to the coverage provided under this endorsement the following are added to SECTION V. DEFINITIONS:

a) **Breach Notice Law** means any state, federal or foreign statute or regulation that requires notice to persons whose **Personally Identifiable Non-public Information** was accessed or may reasonably have been accessed by an unauthorized person.

b) **Claim** means:

- i. A written demand received by any **Insured** for money or services;
- ii. For Insuring Agreement D. 5., the institution of a **Regulatory Proceeding** against any Insured.
- iii. A written demand received by the Insured to fulfil their contractual obligation to provide notification of any theft, loss or **Unauthorized Disclosure of Personally Identifiable Non-Public Information**.

Multiple Claims arising from the same or series of related, repeated or continuing acts, errors or omissions or events will be considered a single Claim for the purposes of this Policy. All such Claims will be deemed to have been made at the time of the first of such Claim.

c) **Claims Expenses** means:

1. all reasonable and necessary legal costs and expenses resulting from the investigation, defence and appeal of a **Claim**, if incurred by the Us, or by the **Insured** with Our prior written consent;

2. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any **Claim** against an Insured; provided **We** will have no obligation to appeal or to obtain bonds.

**Claims Expenses** will not include any salary, overhead, or other charges by the Insured for any time spent in cooperating in the defence and investigation of any **Claim** or circumstance that might lead to a **Claim** notified under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

- d) **Computer Security** means software or computer or network hardware devices, the function or purpose of which is to prevent **Unauthorized Access**, **Unauthorized Use**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorized users.
- e) **Computer Systems** means computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:
  - i. operated by and either owned by or leased to the Named Insured;
  - ii. operated by a third party service provider and used for the purpose of providing hosted computer application services to the Named Insured or for processing, maintaining, hosting or storing the Named Insured's electronic data, pursuant to written contract with the Named Insured for such services.
- f) **Damages** means a monetary judgment or award or settlement including any award or prejudgment or post judgment interest; provided the term Damages shall not include or mean:
  - i. future profits, restitution, disgorgement of unjust enrichment or profits by an Insured, or the costs of complying with orders granting injunctive or equitable relief;
  - ii. return or offset of fees, charges or commissions charged by or owed to an Insured for goods or services already provided or contracted to be provided;
  - iii. taxes or loss of tax benefits;
  - iv. fines, sanctions or penalties;
  - v. punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;
  - vi. discounts, coupons, prizes, awards or other incentives offered to the Insured's customers or clients;
  - vii. liquidated damages, but only to the extent that such damages exceed the amount for which the Insured would have been liable in the absence of such liquidated damages agreement;
  - viii. any amounts for which the Insured is not liable, or for which there is no legal recourse against the Insured.
- g) **Data Asset** means any software or electronic data that exists in **Computer Systems** and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information,

financial information and any other information necessary for use in the Named Insured's ordinary course of business.

- h) **Denial of Service Attack** means an attack intended by the perpetrator to overwhelm the capacity of a **Computer System** by sending an excessive volume of electronic data to such **Computer System** in order to prevent authorized access to such **Computer System**.
- i) **Malicious Code** means any virus, Trojan horse, worm or other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.
- j) **Personally Identifiable Non-Public Information** means information that permits the unique identification of an individual, such as a combination of the person's name, telephone number, and/or social security number, as well as any of the following information about such individual:
  - i. information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
  - ii. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to the Act; or
  - iii. the individual's drivers license or state identification number, address, credit, debit or other financial account numbers and associated security codes, access codes, passwords or pins that allows access to the individual's financial account information.
- k) **Penalties** means any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by the Federal Trade Commission, Federal Communications Commission, or any other federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity.
- l) **Privacy Law** means a federal, state or foreign statute or regulation requiring the **Insured** to protect the confidentiality and/or security or **Personally Identifiable Non-Public Information**.
- m) **Privacy Policy** means the internal or publicly accessible written documents that set forth the Named Insured's policies, standards and procedures for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Non-Public Information**.
- n) **Privacy Violation Costs** means:
  - i. Costs attributable to providing notification in compliance with **Breach Notice Law**;
  - ii. Fees charged by an attorney to determine the applicability of and actions necessary for the Named Insured to comply with Breach Notice Law due to the theft, loss or unauthorized disclosure of **Personally Identifiable Information**;
  - iii. Fees charged by an attorney to provide necessary legal advice to the Named Insured in response to the theft, loss or **Unauthorized disclosure of Personally Identifiable Non-Public Information**;

- iv. A computer expert to determine the existence and cause of any electronic data breach resulting in the theft, loss or **Unauthorized disclosure of Personally Identifiable Non-Public Information** which:
  - i. May require the Named Insured to comply with **Breach Notice Laws**; or
  - ii. May have comprised the security or privacy of an individual by posting significant risk of financial, reputation or other harm to the individual;
- v. A computer security expert to determine the extent to which such information was accessed by an unauthorized person or persons.

Any attorney and computer security expert referred to above is to be approved and appointed by Us and the costs incurred only with our prior written consent.

- o) **Regulatory Proceeding** means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Federal Trade Commission, Federal Communications Commission, or any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.
- p) **Security Breach** means **Unauthorized Access** or **Unauthorized Use** of **Computer Systems**, a **Denial of Service Attack** against **Computer Systems**, infection of **Computer Systems** by **Malicious Code** or transmission of **Malicious Code** from **Computer Systems**, whether any of the foregoing is specifically targeted attack or a generally distributed attack. A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.
- q) **Unauthorized Access** means the gaining of access to **Computer Systems** by an unauthorized person or persons.
- r) **Unauthorized Use** means the use of **Computer Systems** by an unauthorized person or persons or a person with authorized access in an unauthorized manner.
- s) **Unauthorized Disclosure** means the disclosure of or access to information in a manner that is not authorized by the Named Insured and is without knowledge of, consent of any Executive Officer of the Named Insured.

3. The coverage under this endorsement does not apply to any **Claim**:

- A. Arising out of or resulting from "Bodily Injury" or "Property Damage";
- B. Against any individual Insured if the **Claim** arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by such Insured or by others if the Insured colluded or participated in any such conduct or activity;
- C. Against the Named Insured if the **Claim** or arises out of or results from any criminal, dishonest, fraudulent, or malicious act, error or omission, any **Security Breach**, intentional violation of a **Privacy Policy**, or intentional or knowing violation of the law, if committed by any of the Named Insured's principals, directors, officers, Managers, partners, or trustees or any person in participation or collusion with any of the Named Insured's principals, directors, officers, Managers, partners, or trustees;



- D. Arising out of or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person;
- E. Arising out of or resulting from any failure or malfunction of electrical or telecommunications infrastructure or services, provided that this exclusion shall not apply to any otherwise covered **Claim** arising out of failure of **Computer Security** to prevent a **Security Breach** that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the Named Insured's direct operational control;
- F. Arising out of or resulting from any contractual liability or obligation, or arising out of or resulting from breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply to the extent **You** would have been liable in the absence of such contract or agreement;
- G. Arising out of or resulting from fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event;
- H. Arising out of or resulting from a **Claim** by or on behalf of one or more **Insureds** under this Insurance against any other **Insured** or **Insureds** under this Insurance; provided this exclusion shall not apply to an otherwise covered **Claim** under this endorsement by an employee of the Named Insured;
- I. Arising out of or resulting from any satellite failures;
- J. Arising out of or resulting from:
  - 1. any **Claim** made by any business enterprise in which You have greater than a 15% ownership interest or made by any parent company or other entity which owns more than 15% of the Named Insured; or
  - 2. Your activities as a trustee, partner, member, manager, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the Named Insured;
- K. Arising out of or resulting from any seizure, nationalization, confiscation, or destruction of **Computer Systems** or **Data Assets** by order of any governmental or public authority;
- L. Arising out of or resulting from any actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- M. Arising out of or resulting from any costs or expenses incurred or to be incurred by **You** or others for the reprinting, reposting, recall, removal or disposal of any Electronic Content or any other information, content or media, including any media or products containing such Electronic Content, information, content or media;
- N. Arising out of or resulting from any actual or alleged defects in any goods, services or products sold, licensed, supplied, offered for sale, repaired, altered, manufactured, installed or maintained by You or by any persons or entities acting on Your behalf;
- O. Arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices or violation of consumer protection law;
- P. Arising out of or resulting from any of the following:
  - 1. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended, or any regulation promulgated thereunder or any similar

federal law or legislation, or law or legislation of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, regulatory or common law;

2. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, any state or provincial blue sky or securities law, any other federal securities law or legislation, or any other similar law or legislation of any state, province or other jurisdiction, or any amendment to the above laws, or any violation of any order, ruling or regulation issued pursuant to the above laws;
3. any actual or alleged violation of the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Worker Adjustment and Retraining Act of 1988, the Certified Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act of 1970, any similar law or legislation of any state, province or other jurisdiction, or any amendment to the above law or legislation, or any violation of any order, ruling or regulation issued pursuant to the above laws or legislation; or
4. any actual or alleged discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy;

Q. For or arising out of any actual or alleged acts, errors, or omissions related to any of the Named Insured's pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts, including any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA) or any similar federal law or legislation, or similar law or legislation of any state, province or other jurisdiction, or any amendment to ERISA or any violation of any regulation, ruling or order issued pursuant to ERISA or such similar laws or legislation;

R. Arising out of or resulting from any actual or alleged:

1. infringement of patent or patent rights or misuse or abuse of patent;
2. infringement of copyright arising from or related to software code or software products other than infringement resulting from an **Unauthorized Access or Use** or **Unauthorized Disclosure** of software code; or
3. use or misappropriation of any ideas or trade secrets

S. Arising out of or resulting from:

- a. the unlawful collection or acquisition of **Personally Identifiable Non-Public Information** by any means or the failure to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Non-Public Information**;
- b. the distribution of unsolicited email, direct mail, or facsimiles;
- c. wire tapping, audio or video recording; or
- d. telemarketing;

T. Arising out of or resulting from any act, error, omission, failure of **Computer Security**, or **Security Breach** committed or occurring prior to the inception date of this Policy:

- a. if You on or before the inception date knew or could have reasonably foreseen that such act, error or omission, failure of **Computer Security**, or **Security Breach** might be expected to be the basis of a **Claim** or

- b. in respect of which You have given notice of a circumstance which might lead to a **Claim** to the insurer of any other policy in force prior to the inception date of this Policy;
- U. Arising out of any related or continuing acts, errors, omissions, or **Security Breaches**, where the first such act, error, omission or failure or breach was committed or occurred prior to the Retroactive Date;
- V. Brought by or on behalf of any intellectual property licensing bodies or organizations, including but not limited to, the American Society of Composers, Authors and Publishers, the Society of European Stage Authors and Composers or Broadcast Music, Inc.;
- W. Brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any other state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; but this will not apply to the coverage provided under Insuring Agreement 2.5 (*Regulatory Defense and Penalties*).
- X. Arising out of or resulting from:
  - a. the failure of **Computer Systems** or **Data Assets** to be protected by **Computer Security** equal to or superior to that disclosed in response to specific questions in the Application for Insurance relating to **Computer Security**, including access protection, intrusion detection, data back up procedures, **Malicious Code** protection, software product updates and releases, patch protection, and data encryption; or
  - b. the failure to use best efforts to install commercially available software product updates and releases, or to apply security related software patches, to computers and other components of the Named Insured's **Computer Systems**;
- Y. Arising out of or resulting from any trading losses or trading liabilities; monetary value of any electronic fund transfers or transactions by or on Your behalf which is lost, diminished, or damaged during transfer from, into or between accounts; or the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount;
- Z. Either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:
  - 1. asbestos, or any materials containing asbestos in whatever form or quantity;
  - 2. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins;

**We** will have no duty or obligation to defend **You** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened

formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

3. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
4. the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that **You** or anyone acting under **Your** direction or control test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

AA. Arising:

1. directly or indirectly out of **War**; or
2. from a **Cyber War**.

This exclusion applies notwithstanding anything to the contrary in this Policy or any appendix or endorsement added to this Policy.

For the purposes of this exclusion only:

**Cyber War** means any harmful act, conducted using a **Computer System** (or series of related, repeated or continuing harmful acts conducted using one or more **Computer System**), directed against one or more **Computer System** that is committed by, or at the direction or under the control of, a sovereign state, and which:

1. is conducted as part of a **War**; or
2. causes a major detrimental impact on:
  - (i) the functioning of another sovereign state due to disruption to the availability, delivery or integrity of any **Essential Service** in that other sovereign state; and/or
  - (ii) the security or defence of another sovereign state,

provided however that **Cyber War** shall not mean the direct or indirect effect of such harmful act(s) which causes a major detrimental impact on a sovereign state as described in parts 2.(i). and/or 2.(ii) above, on a **Computer System** operated by and either owned by or leased to the Named Insured, that is not physically located in a sovereign state which has suffered such major detrimental impact described in parts 2.(i). and/or 2.(ii) above.

**Computer System** means computers, any software residing on such computers, and any associated devices or equipment.

**Essential Service** means a service that is essential for the maintenance of vital functions of a sovereign state, including but not limited to financial institutions and associated financial market infrastructure, emergency services, health services, utility services and/or services that are essential for the maintenance of the food, energy and/or transportation sector.

**War** means the use of physical force by a sovereign state against another sovereign state (whether war be declared or not) or as part of a civil war, rebellion, revolution, insurrection and/or military or usurped power.

4. Solely with respect to the coverage provided under this endorsement:
  - A. We shall have the right and duty to defend, subject to the Limit of Insurance, exclusions and other terms and conditions in this Policy, any **Claim** against You seeking **Damages** and **Claims Expenses, Penalties** which are payable under the terms of this Policy, even if any of the allegations of the **Claim** are groundless, false or fraudulent.
  - B. The Limit of Insurance available to pay **Damages, Privacy Violation Costs** and/or **Penalties** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.
  - C. **We** shall have the right to make any investigation they deem necessary, including, without limitation, any investigation with respect to the application and statements made in the application and with respect to coverage.
  - D. If **You** shall refuse to consent to any settlement or compromise recommended by Us and acceptable to the claimant and elects to contest the **Claim**, **Our** liability for any **Damages, Privacy Violation Costs, Penalties** and **Claims Expenses** shall not exceed:
    - A. the amount for which the **Claim** could have been settled, less the remaining deductible, plus the **Claims Expenses** incurred up to the time of such refusal, or the applicable Limit of Insurance specified in this endorsement, whichever is less; and
    - B. Sixty percent (60%) of any Claim Expenses incurred after the date such settlement or compromise was recommended to the Insured plus sixty percent (60%) of any Damages, Penalties above the amount for which the Claim could have been settlement; and
    - C. We shall have the right to withdraw from the further defense thereof by tendering control of said defense to You.
  - E. It is further provided that **We** shall not be obligated to pay any **Damages, Privacy Violation Costs, Penalties** or **Claims Expenses**, or to undertake or continue defense of any suit or proceeding after the applicable limit of insurance specified in this endorsement has been exhausted by payment of **Damages, Privacy Violation Costs, Penalties** or **Claims Expenses** or after deposit of the applicable Limit of Insurance specified in this endorsement in a court of competent jurisdiction, and that upon such payment, **We** shall have the right to withdraw from the further defense thereof by tendering control of said defense to **You**.
  - F. **You** must notify **Us** of any **Claim** as soon as practicable, but in no event later than 60 days after the end of the **Policy Period**. Notice must be provided through the contacts listed for Notice of Claim in this endorsement. If **You** do not give notice of any **Claim** in accordance with this section, then **We** will have no liability under this Policy in respect of that **Claim**.
5. Solely with regards to the coverage provided by this endorsement Section III- Limits of Insurance is amended with the addition of the following:
  - A. The Computer Network Security and Privacy Liability **Claim** limit of liability specified in this endorsement is the most we will pay for the sum of all for all **Damages** and **Claim Expenses** arising from each **Claim**.
  - B. The Computer Network Security Privacy Liability Term Aggregate specified in this endorsement is the most we will pay for the sum of all **Damages, Claims Expenses, Privacy Violations costs** and **Penalties** covered under this endorsement.

- C. The deductible specified in endorsement applies separately to each incident, event or related incidents or events giving rise to a **Claim**. The deductible will be satisfied by monetary payments of **Damages, Claims Expenses, Privacy Violation Costs** or **Penalties**.

All other terms and conditions of this Policy remain unchanged.

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

**LIMITATION OF COVERAGE TO CLASSIFICATIONS  
LISTED ON THE POLICY**

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

**SCHEDULE**

**Classifications:**

Those classifications specifically listed on the Declaration of this Policy, plus any additional classification listed below:

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

The classifications shown in the Schedule above; or any operations necessary or incidental to those classifications shown above.

Coverage for classifications not shown above can only be covered if agreed to in writing by us, as evidenced by the addition of the classification to the Declaration of this Policy or by addition of the classification to the Schedule above.

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

## **DELETE NONRENEWAL NOTICE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** In the Commercial General Liability Coverage Form, sub-paragraph **9. When We Do Not Renew**, under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety.
- B.** In the Liquor Liability Coverage Form, sub-paragraph **9. When We Do Not Renew**, under **SECTION IV - LIQUOR LIABILITY CONDITIONS** is deleted in its entirety.
- C.** In the Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor, sub-paragraph **13. When We Do Not Renew**, under **SECTION IV - CONDITIONS** is deleted in its entirety.
- D.** In the Products/Completed Operations Liability Coverage Form, sub-paragraph **9. When We Do Not Renew**, under **SECTION IV - PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS** is deleted in its entirety.



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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

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

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

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

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

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

**B. The following definitions are added:**

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

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
  - b. The act resulted in damage:
    - (1) Within the United States (including its territories and possessions and Puerto Rico); or
    - (2) Outside of the United States in the case of:
      - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
      - (b) The premises of any United States mission; and
  - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".
- Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.
- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
  - D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
LF GL 23 08 05

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

**NON-OWNED AUTO & HIRED AUTO LIABILITY  
COVERAGE ENDORSEMENT**

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

SCHEDULE	
Coverage	Additional Premium
Non-Owned Auto Liability	\$Included
Hired Auto Liability	\$Included
Insurance is provided only with respect to those coverages for which a specific premium charge is shown above.	

**A. COVERAGES**

- 1. NON-OWNED AUTO LIABILITY** The insurance provided under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in the course of your business by any person other than you.
- 2. HIRED AUTO LIABILITY**  
The insurance provided under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
- The coverage provided in this endorsement is subject to the Defense Costs Outside Limit Endorsement LF GL 23 08 03.

**B. EXCLUSIONS**

With respect to the insurance provided by this endorsement, paragraph 2. **Exclusions** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

- Subparagraphs **b., c., e., h., j., k., l., m. n. and dd.**, do not apply.
- The following exclusions are added:

This insurance does not apply to:

- "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:
  - That the insured would have in the absence of the contract or agreement; or
  - 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.

b. "Bodily injury" or "property damage" arising out of the ownership, maintenance, or use of any "auto" while being used to carry persons or property for a "fee", including, but not limited to, delivery of food or any other products. The exclusion applies whether:

- (1) The "auto" is being used by an insured or by a third party; or
- (2) The "fee" is collected by an insured or a third party.

c. "Bodily injury" to:

- (1) An "employee" of any insured arising out of and in the course of employment by any insured; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether an 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 injury.

This exclusion does not apply to "bodily injury" arising out of and in the course of domestic employment by an insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law.

d. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to any insured; or
- (2) Property in the care, custody or control of any insured.

e. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or "loading or unloading" of any "auto" which is owned by you. Further we shall have no duty to defend any insured against any loss, claim or "suit" or others proceedings alleging damages arising out of "bodily injury" or "property damage" to which this exclusion applies.

This exclusion e., applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the "property damage" involved the ownership, maintenance use or entrustment to others of any "auto" owned by you.

### C. WHO IS AN INSURED

For the purpose of this endorsement only, **SECTION II - WHO IS AN INSURED** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You.
2. Any other person using a "hired auto" with your permission.
3. With respect to a "non-owned auto", any partner or "executive officer" of the Named Insured, but only while such "non-owned auto" is being used in your business.
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1., 2. or 3. above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment;
2. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or member of his or her household;
3. Any person while employed in or otherwise engaged in performing duties in connection with an "auto business" other than an "auto business" you operate;
4. The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

### D. LIMITS OF LIABILITY

The most we will pay for Non-Owned Auto Liability and Hired Auto Liability coverage provided by this endorsement is the lesser of:

1. The Each Occurrence Limit shown in the Declarations; or
2. \$1,000,000.

Other insurance provisions below modify these limits of liability.

The Limits of Insurance specified in this endorsement include any "defence costs" incurred in defending you against any claim or suit for which coverage is provided by this endorsement.

The payment of defense costs is subject to and in accordance with the Defense Costs Outside Limit endorsement LF GL 23 08 03.

## **E. CONDITIONS**

For the purpose of this endorsement only, paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

### **4. Other Insurance**

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis. In the event there is no other insurance covering a "non-owned auto" or a "hired auto", this insurance shall be primary.

## **F. DEFINITIONS**

1. For the purpose of this endorsement only, following definitions are added to the **DEFINITIONS** section:

- a. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- b. "Fee" includes compensation, wages, commissions, coupons, tips or any other payment of any kind. "Fee" also includes free or promotional delivery of food or other products.
- c. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
- d. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any auto owned by any partner.

2. For the purpose of this endorsement only, the definition of "insured contract" in the **DEFINITIONS** section is amended to add the following:

"Insured contract" means:

That part of any contract or agreement entered into as part of your business pertaining to the rental or lease of any "auto" by you or any of your "employees". However, such contract or agreement will not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".