



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
DECLARATIONS

POLICY NO. 80-CP-003443713-0

ACCOUNT NUMBER: 5181172
NAMED INSURED AND MAILING ADDRESS

THE BREAKFAST CLUB FOR SINGLES 50+
PO BOX 2745
PARKER, CO 80134

AGENCY AND MAILING ADDRESS 160202

WORLDWIDE INS NETWORK
4121 BEECHWOOD DR
GREENSBORO, NC 27410

(336) 217-4650

POLICY PERIOD: FROM 07/25/2025 TO 07/25/2026 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Corporation

BUSINESS DESCRIPTION: Clubs - civic, service or social - NO buildings or premises owned or leased except for office purposes - Not-For-Profit only

PROGRAM: Civic, Social, and Fraternal Associations

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

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT		
		PREMIUM
COMMERCIAL PROPERTY	\$	Not Covered
COMMERCIAL GENERAL LIABILITY	\$	1,199
COMMERCIAL CRIME AND FIDELITY	\$	Not Covered
COMMERCIAL INLAND MARINE	\$	Not Covered
EMPLOYMENT PRACTICES LIABILITY	\$	Not Covered
CYBER SECURITY	\$	Not Covered
DIRECTORS AND OFFICERS LIABILITY	\$	380
ESTIMATED POLICY PREMIUM		\$ 1,579
ESTIMATED POLICY TOTAL		\$ 1,579.00

This is not a bill - Invoice to follow.

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Common Policy
DECLARATIONS

POLICY NO. 80-CP-003443713-0
INSURED: THE BREAKFAST CLUB FOR SINGLES 50+

EFFECTIVE DATE: 07/25/2025
AGENCY: WORLDWIDE INS NETWORK

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

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

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
 DECLARATIONS

POLICY NO. 80-CP-003443713-0

ACCOUNT NUMBER: 5181172

NAMED INSURED AND MAILING ADDRESS

THE BREAKFAST CLUB FOR SINGLES 50+
 PO BOX 2745
 PARKER, CO 80134

AGENCY AND MAILING ADDRESS

160202

WORLDWIDE INS NETWORK
 4121 BEECHWOOD DR
 GREENSBORO, NC 27410

 (336) 217-4650

POLICY PERIOD: FROM 07/25/2025 TO 07/25/2026 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

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

COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE LIMIT	\$2,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000	
PERSONAL INJURY & ADVERTISING INJURY LIMIT	\$1,000,000	
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT	\$10,000	ANY ONE PERSON

ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC	ADDRESS
1	27085 E Costilla Dr, Aurora, CO 80016

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
 DECLARATIONS

POLICY NO. 80-CP-003443713-0
INSURED: THE BREAKFAST CLUB FOR SINGLES 50+

EFFECTIVE DATE: 07/25/2025
AGENCY: WORLDWIDE INS NETWORK

STATE: CO

CLASSIFICATION							
LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Clubs - civic, service or social - no buildings or premises owned or leased except for office purposes (Not-For-Profit)	41670	Number of Members	300	3.591	Included	

POLICY OPTIONAL COVERAGES		
COVERAGE	LIMIT	FORM
General Liability Wrap	View Form	CGT 1000
Employment- Related Practices Exclusion	View Form	CG2147
Amendment Of Insured	View Form	CG2426
Contract Definition		
Exclusion Fungi or Bacteria Communicable Disease	View Form	CG2167
Exclusion	View Form	CG2132
Additional Insured - Club Members	View Form	CG2002
Exclusion - Unmanned Aircraft	View Form	CG2109
Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)	View Form	CG4032
Exclusion - Liquor Liability	View Form	SGE 2103
Exclusion - Amusement Devices	View Form	SGE 2106
Exclusion - Assault or Battery	View Form	SGE 2104
Exclusion - Fireworks	View Form	SGE 2105
Exclusion - Trampolines	View Form	SGE 2107
Excess Provision	View Form	SGE 2401
Abuse Or Molestation	View Form	CG2146
Exclusion		

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Commercial General Liability Coverage Part
 DECLARATIONS

POLICY NO. 80-CP-003443713-0
INSURED: THE BREAKFAST CLUB FOR SINGLES 50+

EFFECTIVE DATE: 07/25/2025
AGENCY: WORLDWIDE INS NETWORK

TERRORISM COVERAGE IS ACCEPTED	ANNUAL CHARGE IS \$	22
PREMIUM		
COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM	\$	1,199

FORMS AND ENDORSEMENTS
 APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
 See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

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



PO Box 819
 Appleton, WI 54912-0819
 (920) 739-3161

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Directors And Officers Liability Coverage Part
 DECLARATIONS

POLICY NO. 80-CP-003443713-0

ACCOUNT NUMBER: 5181172

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 160202

THE BREAKFAST CLUB FOR SINGLES 50+
 PO BOX 2745
 PARKER, CO 80134

WORLDWIDE INS NETWORK
 4121 BEECHWOOD DR
 GREENSBORO, NC 27410

 (336) 217-4650

POLICY PERIOD: FROM 07/25/2025 TO 07/25/2026 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

THE NAMED INSURED IS: Corporation

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

NOT FOR PROFIT – DIRECTORS AND OFFICERS COVERAGE

LIMITS OF INSURANCE	
Directors and Officers Each Claim Limit	\$ 1,000,000
Directors And Officers Aggregate Limit	\$ 1,000,000
Deductible – Each Claim	\$ 1,000
Retroactive Date: 07/25/2025	
THE NOT FOR PROFIT – DIRECTORS AND OFFICERS COVERAGE IS A CLAIMS-MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE.	

TERRORISM COVERAGE IS ACCEPTED ANNUAL CHARGE IS \$ 5

PREMIUM	
DIRECTORS AND OFFICERS LIABILITY PREMIUM	\$ 380

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
Directors And Officers Liability Coverage Part
DECLARATIONS

POLICY NO. 80-CP-003443713-0
INSURED: THE BREAKFAST CLUB FOR SINGLES 50+

EFFECTIVE DATE: 07/25/2025
AGENCY: WORLDWIDE INS NETWORK

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS

See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

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



PO Box 819
Appleton, WI 54912-0819
(920) 739-3161

COMMERCIAL LINES INSURANCE PROVISIONS

This information page with "Policy Provisions" completes the below numbered

Company: **SECURA Supreme Insurance Company**

Policy Number: 80-CP-003443713-0	Account Number: 5181172
----------------------------------	-------------------------

Named Insured and Mailing Address

Producer and Mailing Address

THE BREAKFAST CLUB FOR SINGLES 50+
PO BOX 2745
PARKER, CO 80134

WORLDWIDE INS NETWORK
4121 BEECHWOOD DR
GREENSBORO, NC 27410

OFFICER SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Secretary

President and CEO



PO Box 819
 Appleton, WI 54912-0819
 (920) 739-3161

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
 FORM SCHEDULE

POLICY NO. 80-CP-003443713-0

ACCOUNT NUMBER: 5181172

NAMED INSURED AND MAILING ADDRESS

AGENCY AND MAILING ADDRESS 160202

THE BREAKFAST CLUB FOR SINGLES 50+
 PO BOX 2745
 PARKER, CO 80134

WORLDWIDE INS NETWORK
 4121 BEECHWOOD DR
 GREENSBORO, NC 27410
 (336) 217-4650

POLICY PERIOD: FROM 07/25/2025 TO 07/25/2026 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
CG 2170 0115	Cap On Losses From Certified Acts of Terrorism	Directors And Officers Liability, General Liability
CG 2176 0115	Exclusion of Punitive Damages Related To A Certified Act of Terrorism	General Liability
CG 2187 0115	Conditional Exclusion Of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Directors And Officers Liability, General Liability
CG2169 0102	War Or Terrorism Exclusion	Directors And Officers Liability, General Liability
IL0017 1198	Common Policy Conditions	Directors And Officers Liability, General Liability
IL0021 0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	General Liability
ILE 0020 2101	SECURA Insurance Mutual Holding Company Participation Provisions	Directors And Officers Liability, General Liability
ILE 0195 1301	Asbestos Exclusion	General Liability
ILE 0196 1301	Lead Liability Exclusion	General Liability
ILE 1002 1910	Company Contact Information - Policyholder Notice	Directors And Officers Liability, General Liability
ILE 4000 1204	Liberalization	Directors And Officers Liability, General Liability
ILE 4005 1301	Coverage Part Amendatory Endorsement	Directors And Officers Liability
ILE 0197 1301	Punitive Damages Exclusion	General Liability
ILE 0465 2402	Two or More Coverage Forms or Policies Issued by us	Directors And Officers Liability, General Liability

SECURA Supreme Insurance Company
COMMERCIAL PROTECTION POLICY
 FORM SCHEDULE

POLICY NO. 80-CP-003443713-0
INSURED: THE BREAKFAST CLUB FOR SINGLES 50+

EFFECTIVE DATE: 07/25/2025
AGENCY: WORLDWIDE INS NETWORK

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
PLI 2020 2101	Notice Regarding Your Policies With SECURA	Directors And Officers Liability, General Liability
PLI 4001 2101	Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice	Directors And Officers Liability, General Liability
SGE 2103 1301	Exclusion - Liquor Liability	General Liability
SGE 2104 2301	Exclusion - Assault or Battery	General Liability
SGE 2105 2402	Exclusion - Fireworks	General Liability
SGE 2106 2402	Exclusion - Amusement Devices	General Liability
SGE 2107 2402	Exclusion - Trampolines	General Liability
IL0125 1113	Colorado Changes - Civil Union	Directors And Officers Liability, General Liability
IL0228 0907	Colorado Changes - Cancellation And Nonrenewal	Directors And Officers Liability, General Liability
ILE 0690 2305	Cyber Incidents Exclusion	General Liability
ILE 0691 2305	Exclusion - Violation of Privacy Law	General Liability

COMMERCIAL GENERAL LIABILITY FORMS	
CG0001 0413	Commercial General Liability Coverage Form
CG2002 1185	Additional Insured - Club Members
CG2109 0615	Exclusion - Unmanned Aircraft
CG2132 0509	Communicable Disease Exclusion
CG2146 0798	Abuse Or Molestation Exclusion
CG2147 1207	Employment-Related Practices Exclusion
CG2162 0998	Exclusion - Year 2000 Computer-Related and Other Electronic Problems - With Exception for Bodily Injury on Your Premises
CG2167 1204	Fungi Or Bacteria Exclusion
CG2426 0413	Amendment Of Insured Contract Definition
CG4032 0523	Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)
CGE 0899 2402	Exclusion - Professional Services
CGE 1000 2402	General Liability Amendatory
CGT 1000 2402	General Liability Wrap
SGE 2401 1001	Excess Provision

DIRECTORS AND OFFICERS LIABILITY FORMS	
SDA 1000	For Profit Directors and Officers Liability Application
SDE 1000 1001	Not For Profit Organization - Directors, Officers And Trustees Liability Insurance Policy
SDE 2132 2101	Communicable Disease Exclusion
CDO 1017 2305	Exclusion - Violation of Privacy Law
SDE 2150 2410	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CDO 1016 2305	Cyber Incidents Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.** 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.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

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

B. The following definition is added:

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

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. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

- (1) Use or threat of force or violence; or
- (2) Commission or threat of a dangerous act; or
- (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

- (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy 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 or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds \$25,000,000. 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

6. 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.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR OR TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

i. War Or Terrorism

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

- (1) War, including undeclared or civil war; or
- (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; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. 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.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents 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.

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

2. Exclusions

This insurance does not apply to:

War Or Terrorism

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

- (1) War, including undeclared or civil war; or
- (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; or

- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism" regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. 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.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents 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. Exclusion h. under Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** does not apply.

D. The following definition is added to the **Definitions** Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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.

SECURA INSURANCE MUTUAL HOLDING COMPANY PARTICIPATION PROVISIONS

MEMBERSHIP AND VOTING

As a member of SECURA Insurance Mutual Holding Company, you are entitled to one vote at all meetings either in person or by proxy, on each issue that comes before meetings of the members. You can only cast one vote regardless of the number of policies or coverage you purchased. If two or more persons qualify as a member under a single policy, they are considered one member for purposes of voting. The owner of a group policy will have one vote regardless of the number of persons insured or coverage purchased. Fractional voting is not allowed. If you are a minor, any vote will be given to your parent or legal guardian.

ANNUAL MEETINGS

The Annual Meetings are held at the Home Office: 1500 Mutual Way, Neenah, Wisconsin, on the last Monday of April at 1:30 P.M. Central Standard Time. Notice in this policy shall be sufficient notification.

DIVIDENDS

Policyholder dividends may be established by the Board of Directors upon such terms as the Board may determine consistent with applicable law. The decision to pay a dividend rests in the sole discretion of the Board of Directors. Policyholder dividends are not guaranteed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This Endorsement modifies insurance provided under the:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

The following exclusion is added to the Parts shown above as follows:

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” resulting directly or indirectly from asbestos. This exclusion applies both to any insured or to anyone for whom any insured may be held legally liable.

We will not pay for the cost or expense of clean-up, removal, testing, monitoring, containment, treatment or any other costs associated with the presence of asbestos.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD LIABILITY EXCLUSION

This Endorsement Modifies Insurance Provided under the:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following exclusion is added to the Parts shown above as follows:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" resulting directly or indirectly from lead. This exclusion applies both to any insured or to anyone for whom any insured may be held legally liable.

We will not pay for the cost or expense of clean-up, removal, testing, monitoring, containment, treatment or any other costs associated with the presence of lead.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

COMPANY CONTACT INFORMATION

Policyholder Notice

We are taking the opportunity to advise you of SECURA's contact information:

Corporate Headquarters: **SECURA Insurance Companies**
 1500 Mutual Way
 Neenah, Wisconsin 54956-5401

Mailing Address: **PO Box 819**
(For Payments, see Billing Invoice) **Appleton, Wisconsin 54912-0819**

Corporate Headquarters Phone Number: **800-558-3405 (CT/ET)**
 866-356-7870 (MT/PT)

Middleton Office Phone Number: **877-705-7589**

Claims Phone Number: **800-318-2136 (CT/ET)**
 866-356-7870 (MT/PT)

Website Address: <https://www.secura.net>

If you have any questions or concerns, please contact your agent.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

LIBERALIZATION

With respect to coverage provided by this Endorsement, the following is added to the Policy and supersedes any provisions to the contrary:

If we revise this Coverage Part to provide more coverage under this insurance without additional premium, your policy will automatically provide the additional coverage to any covered loss that occurs on or after the day the revision is effective in your state. This extension of broadened coverage does not apply to any claims involving either:

- (1) continuing or progressive damages, or
- (2) a series of related incidents,

if the first damage or first incident occurs prior to the day the revision is effective in your state.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

COVERAGE PART AMENDATORY ENDORSEMENT

Any state amendatory endorsement which is listed in the Declarations as applicable to this Coverage Part is extended to also modify this Coverage Part. Modifications shown in the amendatory endorsement to titled sections in the Commercial General Liability Coverage Part are modified to also apply to similarly titled sections in this Coverage Part.

For the purposes of this endorsement, a state amendatory endorsement means any state cancellation, non-renewal or amendatory endorsement which begins with an IL, ILE, CG or CGE prefix and is shown on the Declarations for this Coverage Part.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This Endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

The following exclusion is added:

Punitive Damages

This insurance does not apply to liability for punitive or exemplary damages awarded against an insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
CYBER SECURITY COVERAGE PART
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART
PROFESSIONAL ERRORS AND OMISSIONS COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE PART
AUTO DEALERS COVERAGE PART
MOTOR CARRIER COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL FARM OWNERS PROTECTOR POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by the endorsement.

The following Condition is added:

Coordinated Liability Condition

We, or any company affiliated with us, may issue two or more insurance policies for you or any company affiliated with you. These policies may provide coverage for:

- a. Claims or "suit" arising from the same continuous, repeated or related set of factual circumstances; or
- b. Persons or organizations covered in those policies that are jointly and severally liable.

The various forms, coverage parts or policies issued to you, or any company affiliated with you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". If any form, coverage part or policy issued to you, or any company affiliated with you by us, or any company affiliated with us, apply to the same loss, claim, accident, "occurrence", offense, wrongful act, abusive conduct, incident, event, upset or similar happening; whether defined in similar manner or not in each policy, the maximum Limit of Insurance under all such forms, coverage parts or policies combined shall not exceed the highest single Limit of Insurance under any applicable coverage part or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this policy.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.



NOTICE REGARDING YOUR POLICIES WITH SECURA

Thank you for choosing SECURA Insurance as your insurance provider. SECURA is a service-focused, relationship-driven mutual property and casualty insurance company operating through independent agents. Our vision is to be the company of choice for agents, policyholders, and associates.

SECURA Insurance Mutual Holding Company currently maintains two insurance underwriting companies: SECURA Insurance Company and SECURA Supreme Insurance Company. The companies share resources and your policy coverages between the two companies are similar, although pricing may vary. Both companies are stock affiliated subsidiaries providing its member policyholders voting rights at its annual meeting. SECURA Insurance Company and SECURA Supreme Insurance Company are pooled companies. They share the same financial strength and are rated "A" Excellent by A.M. Best.

As a policyholder, your renewal policy may be offered through either SECURA underwriting company. The reasons could include different pricing structure or different underwriting guidelines that may better fit your account at renewal. Any movement between companies would only occur at policy expiration/renewal.

You will be able to determine which company is offering the continued coverage by looking at your Premium Invoice and policy Declarations.

If you ever have any questions regarding your policy, please contact your insurance agent.



THIS NOTICE IS PART OF YOUR POLICY. PLEASE READ IT CAREFULLY.

Disclosure Pursuant To Terrorism Risk Insurance Act Terrorism Coverage Notice

Welcome to SECURA. Thank you for the opportunity to protect you with solid, reliable insurance for your business.

The Terrorism Risk Insurance Program Reauthorization Act mandates that we make certain terrorism insurance available to specified policyholders provides instructions on how policyholders can respond, and specifies methods of potential future surcharges.

Terrorism-Related Losses

You should know that coverage provided by this policy for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. When the Insured Losses occurring in a calendar year exceed \$200,000,000 the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible. However, your policy may contain other provisions, limitations and exclusions which might affect your coverage, such as exclusion for nuclear events. Some losses resulting from certified acts of terrorism are not covered. Read your policy carefully. The premium charged for this coverage does not include any charges for the portion of loss covered by the federal government.

Cap On Our Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. 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 Types Excluded

The following lines of insurance are not covered by the Act:

- Commercial Auto policies
- Commercial Crime And Fidelity Coverage Part of any policy
- Employment Practices Liability or Professional Liability Claims-Made Coverage Parts of any policy.
- Farmowners policies

Statutory terrorism coverage is excluded and not available for these lines of insurance.

Premium For Terrorism Risk Insurance Act Coverage

The premium for statutory terrorism coverage on this policy is shown as a separate item on the policy declarations page or disclosure schedule.

Federal Recoupment Provisions

The funding for the portion of loss covered by the federal government is under the direction of the U.S. Treasury Department. General tax revenues are initially used; however, partial recovery is allowed via a policyholder surcharge.

The current Federal Recoupment Surcharge is 0%.

The Federal Recoupment can be instituted at any time and applies even if you reject the statutory coverage.

Conditional Exclusions Continue To Apply

The Terrorism Risk Insurance Program Reauthorization Act extends the provision to offer terrorism coverage for a limited period of time. The continuation of coverage beyond that sunset period will be determined in the future by Congress. The attached Conditional Exclusion of Terrorism endorsements become part of your policy. The provisions apply as follows:

If the Act, including federal funding, **is extended** with essentially similar terms the current terrorism coverage continues without change beyond the current expiration.

If the Act, including federal funding, **is not extended** with essentially similar terms, and the Act is allowed to expire, then the Conditional Exclusion endorsements supersede the terrorism endorsements upon expiration of the Act. The policy will then not pay for terrorism when one or more of the following is attributed to an incident of terrorism:

- Nuclear, biological, chemical, or radioactive materials are released or dispersed.
- Damages to all types of property in the coverage territory exceed \$25 million. Your state law may require an exception covering certain fire losses.

Your workers compensation policy will continue to provide coverage for losses dictated by state law subject to all terms, definitions, exclusions and conditions in your policy.

Please carefully read the policy, including any Conditional Exclusion of Terrorism endorsements which are part of your policy.

Terrorism Coverage Pricing

The terrorism coverage pricing for any policy term that will take effect immediately prior to the expiration of the Act contemplates the partial period of coverage. We will not charge more premium if the Act is extended again. We will not return premium if the Act is allowed to expire.

Help Is Just A Phone Call Away

To explore all coverage and pricing opportunities available to you, or if you have questions concerning your rights, we encourage you to contact your SECURA agent.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LIQUOR LIABILITY

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

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

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

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

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

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

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

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

With respect to coverage modified by this endorsement, the provisions added supersede any provision to the contrary.

1. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; a. Expected Or Intended Injury on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM; and SECTION I – LIQUOR LIABILITY COVERAGE; 2. Exclusions; a. Expected Or Intended Injury on the LIQUOR LIABILITY COVERAGE FORM are deleted and replaced by the following:

- a. Assault Or Battery

- (1) We have no duty to defend or indemnify any insured, employee or any other person or entity against any claim or "suit" for "injury", "bodily injury" or "property damage" expected or intended from the standpoint of the insured, or against any claim or "suit" for "injury", "bodily injury" or "property damage", including claims or suits for negligence, arising out of or related to any:

- (a) Assault;
- (b) Battery;
- (c) Harmful or offensive contact; or
- (d) Threat.

- (2) This exclusion applies regardless of fault or intent, even if the claims against any insured arise out of or are related to the use of reasonable force or acting in self-defense.

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" or "injury" which caused the "bodily injury" or "property damage" involved any assault, battery, harmful or offensive contact, or threat.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing arising out of or related to any:

- (a) Failure to suppress or prevent assault, battery, harmful or offensive contact, or threat;
- (b) Failure to provide an environment safe from assault, battery, harmful or offensive contact, or threat;
- (c) Failure to warn of the dangers of the environment which could contribute to assault, battery, harmful or offensive contact, or threat;
- (d) Failure to properly supervise or keep the insured's premises in safe condition; or
- (e) Failure to act in any other manner whatsoever.

2. SECTION I – COVERAGES; COVERAGE B- PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusion on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM; and SECTION I – COVERAGES; COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions on the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add:

- a. Assault Or Battery

- (1) We have no duty to defend or indemnify any insured, employee or any other person or entity against any claim or "suit" for "personal injury" or "advertising injury" (or "personal and advertising injury", if defined as such in your policy), including claims or suits for negligence, arising out of or related to any:

- (a) Assault;
- (b) Battery;
- (c) Harmful or offensive contact; or
- (d) Threat.

- (2) This exclusion applies regardless of fault or intent, even if the claims against any insured arise out of or are related to the use of reasonable force or acting in self-defense.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved any assault, battery, harmful or offensive contact, or threat.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing arising out of or related to any:

- (a) Failure to suppress or prevent assault, battery, harmful or offensive contact, or threat;
- (b) Failure to provide an environment safe from assault, battery, harmful or offensive contact, or threat;
- (c) Failure to warn of the dangers of the environment which could contribute to assault, battery, harmful or offensive contact, or threat;
- (d) Failure to properly supervise or keep the insured's premises in safe condition; or
- (e) Failure to act in any other manner whatsoever.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREWORKS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by the endorsement.

1. SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add:

Fireworks

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” and “advertising injury” (or “personal and advertising injury”, if defined as such in your policy) or medical expenses to any person arising out of the ownership, possession or use of “fireworks” by or on behalf of any insured or by any other person with the permission of any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the ownership, possession or use of “fireworks” by or on behalf of any insured or by any other person with the permission of any insured.

2. SECTION V – DEFINITIONS is amended to add:

“Fireworks” means any pyrotechnic display, or any device consisting of a combination of explosives and combustibles, set off to generate colored lights, smoke, or noise for amusement.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AMUSEMENT DEVICES

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

With respect to coverage provided by this endorsement, the provisions of the Coverage PART apply unless modified by the endorsement.

SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add:

Amusement Devices

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” and “advertising injury” (or “personal and advertising injury”, if defined as such in your policy) arising out of any mechanically operated amusement device.

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 any mechanically operated amusement device.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – TRAMPOLINES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by the endorsement.

SECTION I – COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions on the COMMERCIAL GENERAL LIABILITY FORM and the COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM are amended to add:

Trampolines

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses to any person arising out of the use of a trampoline which is 55 inches or larger in diameter; or of a vaulting or gymnastic springboard owned, operated or supervised by any insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the use of a trampoline which is 55 inches or larger in diameter; or of a vaulting or gymnastic springboard owned, operated or supervised by any insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CIVIL UNION

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:
 Spouse or party to a civil union recognized under Colorado law.
- B.** Under the Commercial Automobile Coverage Part, the term "family member" is replaced by the following and supersedes any other provisions to the contrary:
 "Family member" means a person related to:
1. The individual Named Insured by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of such Named Insured's household, including a ward or foster child;
 2. The individual named in the Schedule by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individuals endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 "Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Colorado law, who is a resident of your household, including a ward or foster child.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

- 2.** If this policy has been in effect for less than 60 days, 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.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect For 60 Days Or More

- a.** If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
 - (1)** Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (2)** At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1)** Nonpayment of premium;
- (2)** A false statement knowingly made by the insured on the application for insurance; or
- (3)** A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

NONRENEWAL

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following condition is added:

INCREASE IN PREMIUM OR DECREASE IN COVERAGE

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:
 - (1)** Agrees in writing to:
 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:
 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. "Products-completed operations hazard":

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

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

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

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS – WITH EXCEPTION FOR BODILY INJURY ON YOUR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

- a. Any actual or alleged failure, malfunction or inadequacy of:
 - (1) Any of the following, whether belonging to any insured or to others:
 - (a) Computer hardware, including microprocessors;
 - (b) Computer application software;
 - (c) Computer operating systems and related software;
 - (d) Computer networks;
 - (e) Microprocessors (computer chips) not part of any computer system; or
 - (f) Any other computerized or electronic equipment or components; or

- (2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

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

This exclusion does not apply to "bodily injury" occurring on any premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:

a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

c. Perfluoropolyethers (PFPE);

d. Fluorotelomer-based substances; or

e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PROFESSIONAL SERVICES

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

Professional Services Exclusion

SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions are amended to add:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:
 - a. Legal, accounting or advertising services;
 - b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
 - c. Quality control, architectural or engineering, engineering services, including related supervisory or inspection services;
 - d. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
 - e. Any health or therapeutic service treatment, advice or instruction;
 - f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
 - g. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
 - h. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
 - i. Body piercing services;
 - j. Services in the practice of pharmacy;
 - k. Law enforcement or firefighting services;
 - l. Pet professional specialized duties for cats, dogs, or other domestic animals including, but not limited to pet groomers; pet daycares; pet boarding kennels, pet hotels, pet motels or temporary pet housing; pet crematories and cemeteries; pet sitters; pet walkers; and pet trainers including obedience, agility, and hunting; or
 - m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service. This provision is added to any other professional services exclusion or errors and omissions exclusion found within the COMMERCIAL GENERAL LIABILITY COVERAGE PART.

2. This Professional Services Exclusion is added to any other professional services exclusion or errors and omissions exclusion added within the COMMERCIAL GENERAL LIABILITY COVERAGE PART. All other professional services exclusion or errors and omissions exclusions provide reinforcement, and are not in conflict with each other. This professional exclusion shall supersede any other exclusion(s) that are in conflict.

3. This exclusion does not apply only to the extent that valid professional services liability coverage or errors and omissions liability coverage is provided by us in this policy. To the extent that valid coverage is provided in this policy for professional services liability or errors and omissions liability, that coverage is subject to the provisions, exclusions and limitations that are contained in the applicable professional services liability or errors and omissions liability coverages.

All other terms and conditions of the policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY AMENDATORY

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

A. Amendments To COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
2. Exclusions; j. Damage To Property is amended as follows:

- a. The first exception beginning with *Paragraphs (1), (3) and (4) of this exclusion do not apply...* is deleted and replaced with the following:

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 or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE.

2. SECTION I – COVERAGES; COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
2. Exclusions is amended to add:

a. Access Or Disclosure Of Confidential Or Personal Material Or Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including, but not limited to:

- (1) Patents, trade secrets, processing methods, customer lists;
- (2) Financial information, credit card information;
- (3) Health information including but not limited to:
 - (a) Health insurance information, policy information, or other similar identifiers, characteristics, or descriptors;
 - (b) Health conditions, identifiable health information, health care operations, treatment, prescriptions, services, or other similar identifiers, characteristics, or descriptors; or
 - (c) Other similar health or health information identifiers;
- (4) Biometric data or information, or identifiers such as an individual's physiological, biological, or behavioral characteristics, including but not limited to:
 - (a) Deoxyribonucleic acid (DNA) that can be used, singly or in combination with each other or with other identifying data, to establish identity;
 - (b) Fingerprint, footprint, voice print or records, retina or iris image, scan or image of the hand, palm, or vein patterns, or face geometry;
 - (c) Keystroke patterns or rhythms, gait patterns or rhythms, sleep health, or exercise characteristics; or
 - (d) Other unique physical representation or digital representation of biometric data; or
- (5) Any other type of nonpublic material or information.

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

B. Amendments To COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. SECTION I – COVERAGES; COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions; i. Infringement Of Copyright, Patent, Trademark Or Trade Secret is deleted and replaced with the following:

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

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret, trade name, service mark, any designation of origin or authenticity, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another’s advertising idea in your “advertisement”.

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

2. SECTION I – COVERAGES; COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY; 2. Exclusions is amended to add:

- a. **Access Or Disclosure Of Confidential Or Personal Material Or Information**

“Personal and advertising injury” arising out of any access to or disclosure of any person’s or organization’s confidential or personal material or information, including, but not limited to:

- (1) Patents, trade secrets, processing methods, customer lists;
- (2) Financial information, credit card information;
- (3) Health information including but not limited to:
 - (a) Health insurance information, policy information, or other similar identifiers, characteristics, or descriptors;
 - (b) Health conditions, identifiable health information, health care operations, treatment, prescriptions, services, or other similar identifiers, characteristics, or descriptors; or
 - (c) Other similar health or health information identifiers;
- (4) Biometric data or information, or identifiers such as an individual’s physiological, biological, or behavioral characteristics, including but not limited to:
 - (a) Deoxyribonucleic acid (DNA) that can be used, singly or in combination with each other or with other identifying data, to establish identity;
 - (b) Fingerprint, footprint, voice print or records, retina or iris image, scan or image of the hand, palm, or vein patterns, or face geometry;
 - (c) Keystroke patterns or rhythms, gait patterns or rhythms, sleep health, or exercise characteristics; or
 - (d) Other unique physical representation or digital representation of biometric data; or
- (5) Any other type of nonpublic material or information.

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

C. Amendments To SECTION II – WHO IS AN INSURED

1. SECTION II – WHO IS AN INSURED; Paragraph 3. is deleted and replaced with the following:
 3. Any organization you newly acquire or form, other than a partnership or joint venture, 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 180th 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.
2. The last paragraph of SECTION II – WHO IS AN INSURED is deleted and replaced with the following:
- No person or organization is an insured with respect to the conduct of any current or past:
- a. Partnership or joint venture; or
 - b. Limited liability company, unless Paragraph C.1.3. of this endorsement applies;
- that is not shown as a Named Insured in the Declarations.

D. Amendments To SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; Paragraph 6. Representations is deleted and replaced with the following:

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.

You must notify us in writing, as soon as practicable, if any information to issue this policy has a material change. This policy may be adjusted to reflect these changes in accordance with our forms, rules and rates in effect at the time of the change.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY WRAP

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

The following is a summary of the coverages provided in this endorsement. This endorsement is applicable only to those premises described in the Declarations.

SCHEDULE

Coverage	Limit
I. Coverage Extensions	
A. Broadened Medical Payments	Amended
B. Non-Owned Aircraft Hired with Crew	Included
C. Non-Owned Watercraft	Less than 51 Feet
D. Personal And Advertising Injury – Broad Form	Included
II. Automatic Additional Insureds	
A. Additional Insured By Written Agreement	Included
B. Building Owner	Included
C. Lessor Of Leased Equipment	Included
III. Supplementary Payments Increased Limits	Included
IV. Duties After Loss Redefined	Included
V. Bodily Injury Redefined	Included
VI. Unintentional Failure To Disclose	Included

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

I. Coverage Extensions

A. Broadened Medical Payments

If Medical Expense Payments coverage applies:

- SECTION I - COVERAGES; COVERAGE C - MEDICAL PAYMENTS on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:
 - The reporting period as shown in paragraph 1.a.(3)(b) of the Insuring Agreement, is amended to be reported within three years of the date of accident, in lieu of one year.
- The Medical Expense Limit is amended to the amount shown on the Declarations.

B. Non-Owned Aircraft Hired With Crew

- SECTION I - COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto Or Watercraft on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM does not apply to an aircraft that is:
 - Not owned by any insured; and
 - Hired or chartered by, or loaned to you, with a paid crew for the sole use of transporting your "employees."
- This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent, or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

C. Non-Owned Watercraft

- SECTION I - COVERAGES; COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; g. Aircraft, Auto Or Watercraft; Paragraph (2) on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
2. This coverage applies to any person who, with your expressed or implied consent, either uses or is responsible for the use of a watercraft.
3. This coverage does not apply if there is any other insurance for "bodily injury" or "property damage" liability that would also apply to loss covered under this coverage, whether the other insurance is primary, excess, contingent or on any other basis. A policy issued by us to apply specifically in excess of this policy is not considered other insurance.

D. Personal And Advertising Injury - Broad Form

If "Personal and Advertising Injury" coverage applies:

1. SECTION I – COVERAGES; COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY;
 2. Exclusions; e. Contractual Liability on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:
 - 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:
 - (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
 - (2) Liability for "personal and advertising injury" if:
 - (a) The liability pertains to your business and is assumed in a signed agreement; and
 - (b) The "personal and advertising injury" occurs subsequent to the execution of the signed agreement.
2. SECTION V - DEFINITIONS; 14. "Personal and Advertising Injury" on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to add:
 - h. Discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) You; or
 - (b) Any of your officers, directors, stockholders, partners, managers, or members.
 - (2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

II. Automatic Additional Insureds

SECTION II – WHO IS AN INSURED on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include as an additional insured:

A. Additional Insured By Written Agreement

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.
 - b. Any of your Subcontractors, or any partner, officer, agent or employee of such Subcontractor.
 - c. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the written agreement between the parties or the limits provided by this policy.

B. Building Owner

The owner, manager, or lessor of premises but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction, or demolition operations performed by or on behalf of such additional insured.

C. Lessor Of Leased Equipment

1. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

III. Supplementary Payments Increased Limits

SECTION I - COVERAGES; SUPPLEMENTARY PAYMENTS - COVERAGES A AND B on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

1. Item 1.b., the cost of bail bonds is changed to \$2,500; and
2. Item 1.d., actual loss of earnings is changed to \$500 a day.

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

- A. Notice of Occurrence or an Offense

1. The requirement in SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; paragraph a. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we are notified of an “occurrence” or an offense only applies when the “occurrence” or offense is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An officer of the corporation or insurance manager, if you are a corporation; or
 - d. A member or manager, if you are a limited liability company.

B. Notice of claim or suit

1. The requirement in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS; 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit; paragraph b. on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM that you must see to it that we receive notice of a claim or “suit” applies only when the claim or “suit” is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An officer of the corporation or insurance manager, if you are a corporation; or
 - d. A member or manager, if you are a limited liability company.

V. Bodily Injury Redefined

SECTION V - DEFINITIONS; 3. “Bodily injury” on the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted and replaced with the following:

3. “Bodily injury” means bodily injury, sickness, or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

VI. Unintentional Failure To Disclose

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by the COMMERCIAL GENERAL LIABILITY COVERAGE FORM will not invalidate or affect coverage for those premises or operations. However, you must report such error or omissions to us as soon as practicable after its discovery.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCESS PROVISION

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

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by the Endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance is deleted and replaced with the following:

4. Other Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

PLEASE READ THE ENTIRE FORM CAREFULLY.

NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY

**This Policy provides Claims Made and Reported Coverage.
Defense Costs apply against the limits of insurance and are subject to the deductible.**

PLEASE READ THIS POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS. WE HAVE ISSUED THIS POLICY BASED UPON YOUR APPLICATION FOR THIS INSURANCE WHICH IS INCORPORATED BY REFERENCE AND IS ON FILE WITH US OR OUR AGENT AND IS CONSIDERED TO BE A PART OF THIS POLICY. THAT APPLICATION IS A REPRESENTATION OF THE CORRECTNESS OF THE INFORMATION BASED UPON WHICH WE HAVE ISSUED THIS POLICY.

WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS - SECTION VI - OF THIS POLICY.

Throughout this policy the words "you", "your" and "insured entity" 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 III – WHO IS AN INSURED.

All words and phrases that appear in quotation marks have special meaning. Refer to SECTION I – DEFINITIONS.

SECTION I - DEFINITIONS

1. "Bodily injury" means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.
2. "Claim" means a:
 - a. Written demand for monetary damages;
 - b. Civil proceeding commenced by the service of a complaint or similar pleading; or
 - c. Criminal proceeding commenced by the return of an indictment.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions) and Puerto Rico; or
 - b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in a. above, while he or she is away for a short time on your business;provided that the insured's responsibility to pay "damages" is determined in a suit (or in any other type of proceeding as described under the definition of "claim") on the merits in, and under the substantive law of, the United States of America (including its territories and possessions) or Puerto Rico.
4. "Damages" means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing. "damages" include (i) "pre-judgment interest" awarded against the insured on that part of the judgment we pay, (ii) to the extent allowed by law, any portion of a judgment or award that represents a multiple of the compensatory amounts or punitive or exemplary damages, and (iii) statutory attorney fees. "Damages" do not include:
 - a. Civil, criminal, administrative or other fines or penalties;
 - b. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than monetary amounts; or
 - c. Judgments or awards because of acts deemed uninsurable by law.

5. "Defense expense" means payments allocated to a specific "claim" for its investigation, settlement, or defense, including:
- a. Attorney fees and all other litigation expenses.
 - b. The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available. We do not have to furnish these bonds.
 - d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. Costs taxed against the insured in the "claim".

"Defense expense" does not include:

- (i) Salaries and expenses of our employees or your "employees", other than:
 - (a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; and
 - (b) The expenses described in d. above; and
 - (ii) 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 amount available for the judgment under the provisions of SECTION IV - LIMITS OF INSURANCE.
6. "Employee" means a person employed by you for wages or salary. But "employee" does not include any independent contractor, any employees of any independent contractor while acting within the scope of their employment, any "leased worker" or any "temporary worker".
7. "Employment practices wrongful act" means any of the following actual or alleged practices (i) which are directed against any of your "employees", "leased workers", "temporary workers", former "employees" or any applicant for employment by you, and (ii) for which remedy is sought under any federal, state or local statutory or common civil employment law:
- a. Wrongful refusal to employ a qualified applicant for employment;
 - b. Wrongful failure to promote, or wrongful deprivation of career opportunity;
 - c. Wrongful demotion, negligent evaluation, negligent reassignment or wrongful discipline;
 - d. Wrongful termination of employment, including retaliatory or constructive discharge;
 - e. Employment related misrepresentation;
 - f. Harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state, or local statute; or
 - g. Oral or written publication of material that slanders, defames or libels or violates or invades a right of privacy.
8. "Insured persons" means:
- a. Any past, present or future duly elected or appointed director, officer or trustee;
 - b. Past, present or future members of duly constituted commissions, boards or other units operated under your charter and written approval;
 - c. Your current or former "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 - d. Any person providing volunteer services for you, at your request, and operating under your direction and control;

- e. Any person serving as a director or officer of another nonprofit organization at your prior express written direction;
 - f. The estates, heirs, legal representatives or assigns of deceased persons who were "insured persons" at the time of the "wrongful act" upon which a "claim" is based;
 - g. The legal representatives or assigns of an "insured person" in the event of their incompetence, insolvency or bankruptcy; and
 - h. The lawful spouse of an "insured person" under items a. and b. above is also an "insured person", but solely by reason of such spouse's status as a spouse or such spouse's ownership interest in property which the claimant seeks as recovery for an alleged "wrongful act".
9. "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".
10. "Pre judgment interest" means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.
11. "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.
12. "Wrongful act" means
- a. Any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by a Director, Officer or Trustee in his or her capacity as such;
 - b. Any matter asserted against a Director, Officer or Trustee solely by reason of his or her status as director, officer, trustee, employee, volunteer or member of a duly constituted committee of the insured entity; and
 - c. Any other actual or alleged act, error, omission, misstatement, misleading statement or breach of duty by the insured entity.
- "Wrongful act" shall not include any "employment practices wrongful act".

SECTION II - COVERAGE: NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY

In consideration of the payment of premium and in reliance upon representations you made to us in applying for this insurance and subject to the Limits of Insurance shown in the Declarations, and all the exclusions, terms and conditions of this policy, we agree with you as follows:

1. INSURING AGREEMENT

- a. We will pay on behalf of an "insured person" for "damages" in excess of the deductible arising out of any "wrongful acts" unless the insured entity pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.
- b. We will pay on behalf of the insured entity for "damages" in excess of the deductible for the "wrongful acts" of the insured if the insured entity pays such "damages" to or on behalf of the Directors, Officers and Trustees as indemnification.
- c. We will pay on behalf of the insured entity for "damages" in excess of the deductible for its "wrongful acts".
- d. We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph, in Item 2. below, and in paragraph 4. of SECTION IV – LIMITS OF INSURANCE.
- e. This insurance applies to such "damages" only if:
 - (1) The "wrongful acts" take place in the "coverage territory";

- (2) Such "wrongful acts" were committed after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period; and
- (3) A "claim" is both:
 - (a) First made against any insured, in accordance with paragraph f. below, during the policy period or any Extended Reporting Period we provide under Section VII -EXTENDED REPORTING PERIODS; and
 - (b) Reported to us either (i) during the policy period or within thirty (30) days thereafter, or (ii) with respect to any "claim" first made during any Extended Reporting Period we provide under Section VII -EXTENDED REPORTING PERIODS, during such Extended Reporting Period.
- f. A "claim" will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such "claim" is received and recorded by you or by us, whichever comes first; or
 - (2) When we make settlement in accordance with paragraph 2.a. below.
- g. All "claims" by one or more claimants for "damages" based on or arising out of, or directly or indirectly resulting from, having a common nexus with, or in any way involving:
 - (1) One "wrongful act"; or
 - (2) A series of causally or logically related "wrongful acts", facts, circumstances, situations or events, involving one or more insureds,
 shall be deemed to be one "claim" subject to one Each Claim Limit and to have been made at the time the first of such "claims" is made against any insured.

Each payment we make for "damages" or "defense expense" reduces the amount of insurance available, as provided under SECTION IV - LIMITS OF INSURANCE.

2. DEFENSE OF CLAIMS

- a. We have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies and to pay for related "defense expense". However, we have no duty to (i) defend "claims" against the insured seeking "damages", or (ii) pay for related "defense expense", when this insurance does not apply. We may:
 - (1) At our sole discretion, investigate any "wrongful act" that may result in "damages"; and
 - (2) Settle any "claim" which may result, provided:
 - (a) We have your written consent to settle; and
 - (b) The settlement is within the applicable Limit of Insurance available.
 Our liability will be limited as described below if:
 - (i) you refuse to consent to any settlement we recommend, and
 - (ii) such recommended settlement is also acceptable to the claimant.
 When this happens, subject always to SECTION IV – LIMITS OF INSURANCE, our liability under this policy for such "claim" shall not exceed the sum of (i) the amount we would have paid for "damages" and "defense expenses" if you had consented at the time of our recommendation, and (ii) 30% of any additional amounts of "damages" and "defense expenses" when the "claim" is finalized for amounts in excess of those in item (i).
- b. Our right and duty to defend such "claims" end when we have used up the Limit of Insurance available, as provided under SECTION IV - LIMITS OF INSURANCE. This applies both to "claims" pending at that time and those filed thereafter,
- c. (1) When we control defense of a "claim", we will pay associated "defense expense" and choose a counsel of our choice from the panel of attorneys we have selected to deal with "claims". If you give us a specific written request at the time a "claim" is first made:
 - (a) You may select one of our panel of attorneys; or

(b) You may ask us to consider the approval of a defense attorney of your choice that is not on our panel.

We will use the panel attorney you selected in (a) above, or consider your request in (b) above, when we deem it appropriate to engage counsel for such "claim".

(2) If by mutual agreement or court order the insured assumes control of such defense before the applicable Limit of Insurance is used up, we will reimburse the insured for reasonable "defense expense", subject to item (3) immediately below.

(3) If we defend you under a reservation of rights, both your and our counsel(s) will be required to maintain records pertinent to your "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you may be solely responsible, including defense of an allegation not covered by this insurance.

In any case, however, we only pay amounts in excess of the Deductible and such payments will reduce the Limit of Insurance available, as provided under SECTION IV - LIMITS OF INSURANCE.

3. EXCLUSIONS

Part A.

This insurance does not apply to "claims" arising directly or indirectly from any:

a. (1) "Wrongful acts" which were the subject of any demand, suit or other proceeding which was initiated against any insured;

(2) Notice of fact(s), circumstance(s) or event(s) given to any insurer; or

(3) Facts and circumstances which would cause a reasonable person to believe a "claim" would be made and which were known to any insured,

prior to the effective date of the earlier of (i) the first policy of this type that we issued to you of which this policy was an uninterrupted renewal of this type of coverage, or (ii) this policy.

b. Breach of any express contract or agreement.

c. Obligation to pay "damages" by reason of the assumption of liability in any 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.

d. Of the following laws:

(1) Any workers compensation, disability benefits or unemployment compensation law, or any similar law; or

(2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (E.R.I.S.A.) as now or hereafter amended, or any similar state or other governmental law. This includes fiduciary liability, liability arising out of the administration of any employee benefit plan and any other liability under any such laws.

e. Oral or written publication of material, if such material:

(1) Was published by or at the direction of the insured with knowledge of the material's falsity; or

(2) Was first published before the Retroactive Date, if any, shown in the Declarations.

f. "Wrongful act" which is in fact a criminal or fraudulent act of the insured or the willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation. Willful means acting with intentional or reckless disregard for such laws, orders or regulations.

The enforcement of this exclusion against any insured under this policy shall not be imputed to any other insured.

g. "Bodily injury".

h. "Wrongful acts" which occur when or after:

(1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or

- (2) Any other business entity acquires an ownership interest in you which is greater than fifty percent.
- i. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.
 - j. Lockout, strike, picket line, related worker replacement(s) or other similar actions resulting from labor disputes or labor negotiations.
 - k. "Damages" which an insured must pay as a result of a "claim" brought about or contributed to in fact by the gaining by such insured of any profit, remuneration or advantage to which such "insured person" is not legally entitled.
 - l. "Wrongful act" by any insured serving as the director, officer or trustee of any organization other than the insured entity. This exclusion does not apply to any person serving as a director or officer of another nonprofit organization at your prior express written direction.
 - m. Actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any smoke, vapors, soot, fumes acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request.
 - n. Failure or omission to effect and maintain insurance.
 - o. Damage to or destruction of any tangible property including loss of use thereof.
 - p. "Employment practices wrongful act".
 - q. "Wrongful act" constituting a violation of the federal Securities Act of 1933, the federal Securities Exchange Act of 1934 or any other similar state securities law, including rules or regulations promulgated under any of these regardless of whether such violation results in the imposition of criminal fines or penalties or the award of civil damages.
 - r. Loans, guarantees or other extensions of credit made by the insured to or for the benefit of any "insured persons" or any corporation or partnership in which an "insured person" owns, or did own, directly or indirectly an equity interest.
 - s. Rendering or failure to render services or activities involving peer review, credentialing, accrediting, certification, decertification, standard setting or disciplinary action.
 - t. Providing of or failure to provide any professional services to others for a fee.
 - u. Service or services as a printer, publisher, broadcaster or advertiser. Excluded activities include, but are not limited to, composing, revising, preparing for publication, editing, proofreading, designing, arranging of style and appearance, typesetting, printing, engraving, photographing, taping, issuing, broadcasting, publishing or circulating any printed, visible or audible matter and any advice provided by any insured in connection with any such service.
 - v. Actual or alleged:
 - (1) Physical, verbal or mental harassment of any person; or
 - (2) Offensive or illegal sexual acts or behavior committed by any insured person. Such acts or behavior include, but are not limited to, sexual exploitation, sexual molestation, sexual assault and sexual abuse.

Part B.

This insurance does not apply to "claims" brought or maintained by or on behalf of any insured except a "claim" that is a derivative action brought or maintained on behalf of the insured entity by one or more persons who are not Directors, Officers or Trustees and who bring and maintain such "claim" without the solicitation, assistance or participation of any insured.

SECTION III - WHO IS AN INSURED

1. You and those qualifying under "insured persons" are insureds under this policy.
2. Any organization you newly acquire or form, other than a partnership or joint venture, 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. You must provide us notice of such acquisition or formation within 30 days of the effective date of your acquisition or formation;
 - b. 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;
 - c. Coverage does not apply to any "wrongful act" that occurred before you acquired or formed the organization; and
 - d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

This paragraph 2. does not apply to any organization after it is shown in the Declarations or added to this policy by endorsement.

SECTION IV - 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; or
 - b. Persons or organizations making "claims".
2. The Limit of Insurance stated as Aggregate Limit is the most we will pay for the sum of:
 - a. All "damages" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this insurance; and
 - b. All "defense expense" for all "claims" seeking "damages" payable under paragraph 2.a. above. Each payment we make for such "damages" or "defense expenses" reduces the Policy Aggregate Limit by the amount of the payment. This reduced limit will then be the Amount of Insurance available for further "damages" and "defense expenses" under this policy.
3. Subject to 2. above, the Amount of Insurance stated as the Each Claim Limit of Insurance is the most we will pay in excess of the Deductible as further described in SECTION V - DEDUCTIBLE for the sum of:
 - a. All "damages" for injury arising from "wrongful acts" covered by this insurance arising out of one "claim" whether such "claim" is brought by one or more claimants; and
 - b. All "defense expense" associated with that specific "claim" in item 3.a. immediately preceding.
4. In addition to the payments for "damages" and "defense expense" in paragraphs 2. and 3. above, we will also pay 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 amount available for the judgment under the provisions of paragraphs 2. and 3. above.

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

SECTION V - DEDUCTIBLE

1. A deductible applies to all "damages" arising from any one "claim" and any related "defense expense".

2. Our obligation to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expense" each "claim", which are in excess of the deductible amount stated in the Declarations.
3. Your obligation is to pay that deductible which is applicable to each "claim" made against this insurance. That deductible applies to the sum of all "damages" arising from a "wrongful act" paid for each "claim" and applicable "defense expense" associated therewith. If there should be no "damages" paid for a "claim", you are still obligated to pay the applicable deductible for any "defense expense" incurred by us in connection with that "claim".
4. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:
 - a. Our right and duty to defend any "claims" seeking those "damages"; and
 - b. Your duties in the event of a "claim".
5. We may pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for "damages" or "defense expense".
6. The application of the deductible does not erode the Limits of Insurance provided.

SECTION VI - CONDITIONS

1. Bankruptcy

Subject to exclusion h.(1), the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us written advance notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all 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.

4. Duties in Event of "Wrongful Acts" or "Claims"

- a. You must see to it that we are notified as soon as practicable of any specific "wrongful acts" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's legal representative, or as the result of specifically identifiable injury sustained by a potential claimant. To the extent possible, notice should include:

- (1) How, when and where such "wrongful act" took place;
- (2) The names and addresses of any potential claimants and witnesses; and
- (3) The nature of any injury arising out of such "wrongful act".

Notice of such "wrongful act" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising out of such "wrongful acts" as described in the Basic Extended Reporting Period of Section VII - EXTENDED REPORTING PERIODS.

- b. If a "claim" is received by any insured:
 - (1) You must immediately record the specifics of the "claim" and the date received;
 - (2) You and any other involved insured must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:
 - (a) During the policy period or within thirty (30) days thereafter; or
 - (b) With respect to any "claim" first made during any Extended Reporting Period we provide under Section VII -EXTENDED REPORTING PERIODS, during such Extended Reporting Period, as a condition precedent for coverage under this insurance. Such notice must provide us with the same information as is required in item a. immediately preceding; and
 - (3) You and any other involved insured must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";
 - (b) Authorize us to obtain records and other information;
 - (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and
 - (d) 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.
- c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

5. 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.

6. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the employment conditions we find; and
- c. Recommend procedures, guidelines and changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of, or lawful practices with your workers or the public. We do not warrant that conditions:

- (i) Are safe or healthful, or
- (ii) Comply with laws, regulations, codes or standards as they relate to the purpose of this or any other insurance.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

7. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or
- b. To sue us on this Policy unless all of its terms have been fully complied with. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

If other valid and collectible insurance is available to the insured for "damages" or "defense expense" we cover under this Policy, our obligations are limited as follows:

- a. As this insurance is primary insurance, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.
- b. If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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

9. Payment of Premiums and Deductible Amounts

- a. We will compute all premiums for this insurance in accordance with our rules and rates; and
- b. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and deductible payments due and will be the payee for any return premiums we pay.

10. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements in the Declarations are based upon representations you made to us in your application for this insurance which is incorporated by reference and is on file with the Company or its agent and is considered to be a part of this policy. That application is a representation of the correctness of the information which forms the basis of our obligations under this policy; and
- c. Since we have issued this policy in reliance upon your representations, this policy is voidable if any material fact or circumstance relating to the subject of this insurance is omitted or misrepresented in your application.

11. Separation Of Insureds

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

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

No knowledge or information possessed by any insured will be imputed to any other insured, except for material facts or information known to the person or persons who signed the application for this insurance.

12. Sole Agent

The first Named Insured is authorized to act on behalf of all insureds as respects the payment for premiums and deductibles, giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this policy.

13. Transfer Of Rights Of Recovery Against Others To Us

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

14. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent.

15. When We Do Not Renew

If we decide not to renew this insurance, 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 VII - EXTENDED REPORTING PERIODS

1. We will provide Extended Reporting Periods, as described below, if:
 - a. This Policy is cancelled or not renewed; or
 - b. We renew or replace this Policy with insurance that:
 - (1) Has a Retroactive Date later than the date shown in the Declarations of this Policy; or
 - (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "wrongful acts" which occurred after the Retroactive Date, if any, shown in the Declarations and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to "claims" arising out of "wrongful acts" which had been properly reported to us no later than the end of the policy period in accordance with paragraph 4.a. of Duties in the Event of "Wrongful Acts" or "Claims", in CONDITIONS (Section VI); and
 - b. Sixty days with respect to "claims" arising from "wrongful acts" not previously reported to us. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
5. A Supplemental Extended Reporting Period of either twelve (12) months or thirty-six (36) months duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 4.b. above, ends. You must give us a written request for the endorsement, and its length, within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Policy for future payment of "damages" or "defense expense"; and

d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Policy.

- 6.** The Supplemental Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE

This endorsement modifies insurance provided under the following:
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

With respect to coverage provided by this Endorsement, the provisions of the Coverage Part apply unless modified by this Endorsement.

The following exclusion is added to SECTION II – COVERAGE: NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY; 3. EXCLUSIONS; Part A. on the NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY and to SECTION B.; Exclusions on the CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS COVERAGE FORM:

This insurance does not apply to “claims” arising directly or indirectly from any:

“Wrongful acts” arising out of the actual or alleged transmission of a communicable disease.

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

- (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;
- (4) Failure to report the disease to authorities; or
- (5) Any other “claim” related to a communicable disease.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF PRIVACY LAW

This endorsement modifies insurance provided under the following:

CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY COVERAGE
NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE
POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form or Policy apply unless modified by this endorsement.

- A. The following is added to any Exclusions section within the CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY COVERAGE, and NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY:

Violation of Privacy Law

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “physical damage to property”, “wrongful act”; or “damages” arising directly or indirectly out of any act or omission that violates or is alleged to violate:

1. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
2. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
3. The New York Cybersecurity Regulation, including any amendment of or addition to such law; or
4. The Health Insurance Portability and Accountability Act (HIPAA), or any similar state laws regulating privacy of health information, including any amendment of or addition to such law; or
5. Any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, destruction, disclosure, redisclosure, handling, collecting, capture, recording, receipt through trade, printing, publication, sending, transmitting, communicating, distribution, safeguarding, sharing, sale, lease or trade, storage, retaining, receiving, retrieval, or protection of “personal data”.
6. Any statute, law, rule, ordinance, or regulation outside the United States of America (including its territories and possessions) or Puerto Rico that addresses “personal data”, including but not limited to the European Union’s General Data Protection Regulation.

- B. The following is added to any Definitions section within the CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY COVERAGE, and NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY:

“Personal Data”

Means any information which are related to an identified or identifiable natural person, including but not limited to:

1. Identifiers such as a real name, alias, postal address, unique personal identifier, email address, password, account name, social security number, driver’s license or state identification card number, passport number, telephone number, written signature, insurance policy number;
2. Financial data or information such as bank account number, credit card number, debit card number, or any other financial data or information;
3. Health information including but not limited to:
 - a. Health insurance information, policy information, or other similar identifiers, characteristics, or descriptors;
 - b. Health conditions, identifiable health information, health care operations, treatment, prescriptions, services, or other similar identifiers, characteristics, or descriptors;
 - c. Other similar health or health information identifiers;

4. Biometric data or information, or identifiers such as an individual's physiological, biological, or behavioral characteristics, including but not limited to:
 - a. Deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish identity;
 - b. Fingerprint, footprint, voice print or records, retina or iris image, scan or image of the hand, palm, or vein patterns or face geometry;
 - c. Keystroke patterns or rhythms, gait patterns or rhythms, sleep health, or exercise characteristics;
 - d. Other unique physical representation or digital representation of biometric data.
5. Internet or other electronic network activity information, including, but not limited to:

Browsing history, search history, and information regarding a person's, household's, or organization's interaction with an internet website or application, online identifier, Internet Protocol address, or advertisement;
6. Geolocation data; or
7. Professional or employment-related information that is not publicly available including but not limited to employment history, applications for employment, licensing, disciplinary, or censure proceedings; or
8. Any other non-public information as set forth in any privacy or security regulation.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:
DIRECTORS AND OFFICERS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Part apply unless modified by this endorsement.

1. SECTION II – COVERAGE; NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY; 3. EXCLUSIONS; Part A. under the NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY is amended to add:

Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

- a. Actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
2. B. Exclusions under CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY COVERAGE is amended to add:

Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)

- a. Arising directly or indirectly from the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.
3. SECTION I – DEFINITIONS under the NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY and item H. Definitions under the CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS COVERAGE FORM is amended to add:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- a. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - (1) Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - (2) Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - (3) Perfluoropolyethers (PFPE);
 - (4) Fluorotelomer-based substances; or
 - (5) Side-chain fluorinated polymers; or
- b. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraph a. above.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM
PROFESSIONAL ERRORS AND OMISSIONS COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form or Part, apply unless modified by this endorsement.

- A. The following is added to any Exclusions section(s) within COMMERCIAL GENERAL LIABILITY COVERAGE PART and COMMERCIAL UMBRELLA LIABILITY COVERAGE PART:

Cyber Incident

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", "damages", "wrongful act", or "injury" because of any act, error or omission arising out of, caused by, based upon or attributable to, whether directly or indirectly or in any sequence, the following:

1. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
4. Failure to safeguard any electronic data, computer, or computer or communication network.

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 "wrongful act" which caused the "damages" involved a. through d. above.

However, this exclusion does not apply to liability for damages because of "bodily injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data resulting from a cyber incident.

- B. The following is amended to add to SECTION II - GENERAL LIABILITY COVERAGES, 2. Exclusions of the AUTO DEALERS COVERAGE FORM:

Cyber Incident

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", because of any act, error or omission arising out of, caused by, based upon or attributable to, whether directly or indirectly or in any sequence, the following:

1. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
4. Failure to safeguard any electronic data, computer, or computer or communication network.

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 "wrongful act" which caused the "damages" involved a. through d. above.

However, this exclusion does not apply to liability for damages because of "bodily injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data resulting from a cyber incident.

- C. The following is amended to add to SECTION III – ACTS, ERRORS OR OMISSIONS LIABILITY COVERAGE, B. Exclusions of the AUTO DEALERS COVERAGE FORM:

Cyber Incident

This insurance does not apply to damages because of any act, error or omission arising out of, caused by, based upon or attributable to, whether directly or indirectly or in any sequence, the following:

1. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
4. Failure to safeguard any electronic data, computer, or computer or communication network.

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 "wrongful act" which caused the "damages" involved a. through d. above.

- D. The following is added to any Exclusions section(s) within the OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART, and RAILROAD PROTECTIVE LIABILITY COVERAGE PART:

Cyber Incident

This insurance does not apply to "bodily injury", "property damage", or "physical damage to property" because of any act, error or omission arising out of, caused by, based upon or attributable to, whether directly or indirectly or in any sequence, the following:

1. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
4. Failure to safeguard any information (including electronic data), computer, or computer or communication network.

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 "wrongful act" which caused the "damages" involved a. through d. above.

- E. The following is added to any Exclusions section(s) within the PROFESSIONAL ERRORS AND OMISSIONS COVERAGE FORM:

Cyber Incident

This insurance does not apply to "wrongful act", or "damages" because of any act, error or omission arising out of, caused by, based upon or attributable to, whether directly or indirectly or in any sequence, the following:

1. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
4. Failure to safeguard any information (including electronic data), computer, or computer or communication network.

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 "wrongful act" which caused the "damages" involved a. through d. above.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF PRIVACY LAW

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM
PROFESSIONAL ERRORS AND OMISSIONS COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form or Part, apply unless modified by this endorsement.

- A. The following is added to any Exclusions section(s) within the COMMERCIAL GENERAL LIABILITY COVERAGE PART, COMMERCIAL UMBRELLA LIABILITY COVERAGE PART, OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART, PROFESSIONAL ERRORS AND OMISSIONS COVERAGE FORM, AND RAILROAD PROTECTIVE LIABILITY COVERAGE PART:

Violation of Privacy Law

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “physical damage to property”, “wrongful act”; or “damages” arising directly or indirectly out of any act or omission that violates or is alleged to violate:

1. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
2. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
3. The New York Cybersecurity Regulation, including any amendment of or addition to such law; or
4. The Health Insurance Portability and Accountability Act (HIPAA), or any similar state laws regulating privacy of health information, including any amendment of or addition to such law; or
5. Any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, destruction, disclosure, redisclosure, handling, collecting, capture, recording, receipt through trade, printing, publication, sending, transmitting, communicating, distribution, safeguarding, sharing, sale, lease or trade, storage, retaining, receiving, retrieval, or protection of “personal data”.
6. Any statute, law, rule, ordinance, or regulation outside the United States of America (including its territories and possessions) or Puerto Rico that addresses “personal data”, including but not limited to the European Union’s General Data Protection Regulation.

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 “wrongful act” which caused the “damages” arising directly or indirectly out of any act or omission that violates or is alleged to violate any statute, law, rule, ordinance, or regulation described in (1) through (6) above.

- B. The following is added to any Exclusion section(s) within SECTION II – GENERAL LIABILITY COVERAGES, and SECTION III – ACTS, ERRORS, OR OMISSIONS LIABILITY COVERAGES of the AUTO DEALERS COVERAGE FORM:

Violation of Privacy Law

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or “act, error or omission” arising directly or indirectly out of any act or omission that violates or is alleged to violate:

1. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
2. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

3. The New York Cybersecurity Regulation, including any amendment of or addition to such law; or
4. The Health Insurance Portability and Accountability Act (HIPAA), or any similar state laws regulating privacy of health information, including any amendment of or addition to such law; or
5. Any federal, state, or local statute, law, rule, ordinance, or regulation that addresses, prohibits, regulates, or limits the printing, interception, dissemination, disposal, destruction, disclosure, redisclosure, handling, collecting, capture, recording, receipt through trade, printing, publication, sending, transmitting, communicating, distribution, safeguarding, sharing, sale, lease or trade, storage, retaining, receiving, retrieval, or protection of "personal data".
6. Any statute, law, rule, ordinance, or regulation outside the United States of America (including its territories and possessions) or Puerto Rico that addresses "personal data", including but not limited to the European Union's General Data Protection Regulation.

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 "wrongful act" which caused the "damages" arising directly or indirectly out of any act or omission that violates or is alleged to violate any statute, law, rule, ordinance, or regulation described in (1) through (6) above.

- C. The following is added to any Definitions section within the AUTO DEALERS COVERAGE FORM, COMMERCIAL GENERAL LIABILITY COVERAGE PART, COMMERCIAL UMBRELLA LIABILITY COVERAGE PART, CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART, PROFESSIONAL ERRORS AND OMISSIONS COVERAGE FORM, AND RAILROAD PROTECTIVE LIABILITY COVERAGE PART:

"Personal Data"

Means any information which are related to an identified or identifiable natural person, including but not limited to:

1. Identifiers such as a real name, alias, postal address, unique personal identifier, email address, password, account name, social security number, driver's license or state identification card number, passport number, telephone number, written signature, insurance policy number;
2. Financial data or information such as bank account number, credit card number, debit card number, or any other financial data or information;
3. Health information including but not limited to:
 - (a) Health insurance information, policy information, or other similar identifiers, characteristics, or descriptors;
 - (b) Health conditions, identifiable health information, health care operations, treatment, prescriptions, services, or other similar identifiers, characteristics, or descriptors; or
 - (c) Other similar health or health information identifiers;
4. Biometric data or information, or identifiers such as an individual's physiological, biological, or behavioral characteristics, including but not limited to:
 - (a) Deoxyribonucleic acid (DNA), that can be used, singly or in combination with each other or with other identifying data, to establish identity;
 - (b) Fingerprint, footprint, voice print or records, retina or iris image, scan or image of the hand, palm, or vein patterns or face geometry;
 - (c) Keystroke patterns or rhythms, gait patterns or rhythms, sleep health, or exercise characteristics; or
 - (d) Other unique physical representation or digital representation of biometric data.
5. Internet or other electronic network activity information, including, but not limited to:

Browsing history, search history, and information regarding a person's, household's, or organization's interaction with an internet website or application, online identifier, Internet Protocol address, or advertisement;
6. Geolocation data;

7. Professional or employment-related information that is not publicly available including but not limited to employment history, applications for employment, licensing, disciplinary, or censure proceedings;
or
8. Any other non-public information as set forth in any privacy or security regulation.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS LIABILITY COVERAGE
NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form or Policy apply unless modified by this endorsement.

The following exclusion is added to SECTION II – COVERAGE: NOT FOR PROFIT ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY POLICY; 3. Exclusions; Part A on the NOT FOR PROFIT ORGANIZATION – DIRECTORS, OFFICERS AND TRUSTEES LIABILITY INSURANCE POLICY and to section B.; Exclusions on the CONDOMINIUM OR ASSOCIATION – DIRECTORS AND OFFICERS COVERAGE FORM:

A. Access or Disclosure

This insurance does not apply to “claims” arising directly or indirectly from any confidential or personal information, including financial, health, biometric, employment or any other type of nonpublic information in any form in any way involving:

1. Access to or disclosure of such information; or
2. Collection, acquisition, maintenance, or retention of confidential or personal information, including the failure to comply with a legal requirement to correct or delete such information, or provide individuals with the ability to consent to the collection, acquisition, maintenance, or retention of such information.

B. Cyber Incidents

1. This insurance does not apply to “wrongful acts” or “claims” because of any act, error or omission, arising out of, caused by, based upon or attributable to, whether directly or indirectly, or in any sequence, the following:
 - a. Any actual, alleged or threatened unauthorized access to or use of any computer system (including electronic data); or
 - b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation; or
 - c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation including the rendering of or failure to render any service by you or on your behalf; or
 - d. Failure to safeguard any electronic data, computer, or computer or communication network.

2. Exception and Limitations

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

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

160202
5181172

THE BREAKFAST CLUB FOR SINGLES 50+
PO BOX 2745
PARKER CO 80134

160202
5181172

THE BREAKFAST CLUB FOR SINGLES 50+
PO BOX 2745
PARKER CO 80134