

**COMMERCIAL GENERAL LIABILITY INSURANCE  
MASTER POLICY**

**Issued By:**

**DAN Risk Retention Group, Inc.**



**June 15, 2016**

# COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY

## MANDATORY FORMS AND ENDORSEMENTS SCHEDULE

*The following forms apply to all individual  
certificates of insurance.*

<b>B</b>	
BODILY INJURY AND PROPERTY DAMAGE LIABILITY (COVERAGE A).....	4
<b>C</b>	
CLAIM (INCIDENT) NOTIFICATION & REPORTING.....	28
COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV) .....	19
<b>D</b>	
DEFINITIONS (SECTION V).....	22
DEDUCTIBLE LIABILITY INSURANCE.....	31
<b>E</b>	
EXCLUSION - BIOLOGICAL OR CHEMICAL MATERIALS.....	32
EXCLUSION - EXPOSURE TO SANCTIONS .....	33
EXCLUSION - FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES .....	34
EXCLUSION - NUCLEAR INCIDENT LIABILITY .....	35
EXCLUSION - RADIOACTIVE CONTAMINATION .....	37
EXCLUSION - RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES .....	38
EXCLUSION - SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION .....	39
EXCLUSION - TERROISM .....	40
EXCLUSION - U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED.....	41
EXCLUSION - NUCLEAR / CHEMICAL / BIOLOGICAL / RADIOACTIVE TERRORISM.....	42
EXCLUSION - WAR AND CIVIL WAR.....	43
<b>G</b>	
GENERAL POLICY CONDITIONS (SECTION V).....	26
<b>I</b>	
INCIDENT REPORT FORM.....	30
<b>L</b>	
LIMITS OF INSURANCE (SECTION III) .....	17
<b>M</b>	
MEDICAL PAYMENTS (COVERAGE C).....	14
<b>P</b>	
PERSONAL AND ADVERTISING INJURY LIABILITY (COVERAGE B).....	11
<b>S</b>	
SUPPLEMENTARY PAYMENTS (COVERAGES A AND B).....	15
<b>U</b>	
U.S. TREASURY DEPARTMENT’S OFFICE OF FOREIGN ASSETS CONTROL (“OFAC”) NOTICE TO POLICYHOLDERS.....	56
<b>W</b>	
WHO IS AN INSURED (SECTION II).....	16
<b>Y</b>	
YOUR DUTIES IN THE EVENT OF A LOSS, OCCURRENCE, CLAIM OR SUIT.....	29

# COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY

## OPTIONAL FORMS AND ENDORSEMENTS SCHEDULE

*The following forms will only apply if an additional premium has been paid or  
has been attached to an individual certificate of insurance.*

<i>D</i>	
DESIGNATED LOCATIONS ENDORSEMENT.....	44
<i>E</i>	
EMPLOYEE BENEFITS LIABILITY COVERAGE .....	46
<i>L</i>	
LAKES AND QUARRIES ENDORSEMENT.....	52
<i>S</i>	
SCHEDULED WATERCRAFT LIABILITY ENDORSEMENT.....	54
<i>T</i>	
TOUR AND TRAVEL AGENT LIABILITY ENDORSEMENT.....	45
<i>U</i>	
U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED.....	55
<i>W</i>	
WATERCRAFT SCHEDULE.....	53

## COMMERCIAL GENERAL LIABILITY MASTER POLICY

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

**NOTICE: THIS IS AN OCCURRENCE INSURANCE FORM. AS SET FORTH BELOW, COVERAGE UNDER THIS INSURANCE APPLIES ONLY TO OCCURRENCES WHICH TAKE PLACE DURING THE PERIOD OF INSURANCE. NOTICE OF AN OCCURRENCE MUST BE GIVEN IMMEDIATELY. UPON TERMINATION OF THIS INSURANCE, THERE IS A MAXIMUM NINETY (90) DAY REPORTING PERIOD. PLEASE REVIEW THIS INSURANCE WORDING CAREFULLY.**

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

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

The word “insured” means any person or organization qualifying as such under Section II – Who is An Insured. Other words and phrases that appear in quotation marks or bold type have special meaning. Refer to Section V – Definitions.

### SECTION I COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **Bodily Injury** or **Property Damage** to which this insurance applies. We will have the right and duty to defend the insured against any **Suit** seeking those damages. However, we will have no duty to defend the insured against any **Suit** seeking damages for **Bodily Injury** or **Property Damage** to which this insurance does not apply. We may, at our discretion, investigate any **Occurrence** and settle any claim or **Suit** that may result. But:
  - i. The amount we pay for damages is limited as describe in Section III – Limits Of Insurance; and
  - ii. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to **Bodily Injury** and **Property Damage** only if
  - i. The **Bodily Injury** or **Property Damage** is caused by an **Occurrence** that takes place in the **Coverage Territory**; and
  - ii. The **Bodily Injury** or **Property Damage** occurs during the policy period.
  - iii. Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no **Employee** authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such a listed insured or authorized **Employee** knew, prior to the policy period, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily Injury** or **Property Damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of Section II-Who is An Insured or

any **Employee** authorized by you to give or receive notice of an **Occurrence**, claim, or **Suit**, includes any continuation, change or resumption of that **Bodily Injury** or **Property Damage** after the end of the policy period.

- d. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who is An Insured or any **Employee** authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:
  - i. Reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
  - ii. Receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**; or
  - iii. Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- e. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.

## 2. Exclusions

This insurance does not apply to:

### a. Expected or Intended injury

**Bodily Injury** or **Property Damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

**Bodily Injury** or **Property Damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

### c. Liquor Liability

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation and Similar Laws

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

e. **Employer's Liability**

**Bodily Injury** to:

- i. An **Employee** of the insured arising out of and in the course of:
  - a. Employment by the insured; or
  - b. Performing duties related to the conduct of the insured's business; or
- ii. The spouse, child, parent, brother or sister of that **Employee** as a consequence of Paragraph i. above.

This exclusion applies:

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

f. **Pollution**

- i. **Bodily Injury** or **Property Damage** which would not have occurred in whole or part but for the actual, alleged or threatened, discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.
- ii. Any loss, cost or expense arising out of any:
  - a. Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. Claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**.

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

g. **Aircraft, Auto or Watercraft**

**Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft:

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

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

This exclusion applies even if the claims against the insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **Auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- i. A watercraft while ashore on premises you own or rent;
- ii. A watercraft you do not own that is:
  - a. Less than 26 feet long; and
  - b. Not being used to carry persons or property for a charge
- iii. Parking an **Auto** on, or on the ways next to, premises you own or rent, provided the **Auto** is not owned by or rented or loaned to you, the insured, any of your **Volunteer Workers** or any **Volunteer Workers** of the insured.
- iv. Liability assumed under any **Insured Contract** for the ownership, maintenance or use of aircraft or watercraft; or
- v. **Bodily Injury** or **Property Damage** arising out of:

- a. The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **Mobile Equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - b. The operation of any machinery or equipment listed in Paragraph h.(i) or h.(ii) of the definition of **Mobile Equipment**.
- h. **Mobile Equipment**  
**Bodily Injury or Property Damage** arising out of:
  - i. The transportation of **Mobile Equipment** by an **Auto** owned or operated by or rented or loaned to any insured; or
  - ii. The use of **Mobile Equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- i. **War**  
**Bodily Injury or Property Damage**, however caused, arising, directly or indirectly, out of:
  - i. War, including undeclared or civil war;
  - ii. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
  - iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. **Damage to Property**  
**Property Damage** to:
  - i. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.
  - ii. Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
  - iii. Property loaned to you;
  - iv. Personal property in the care, custody or control of the insured;
  - v. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
  - vi. That particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraphs (i), (iii) and (iv) of this exclusion do not apply to **Property Damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

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

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

Paragraph (vi) of this exclusion does not apply to **Property Damage** included in the **Products-completed Operations Hazard**.
- k. **Damage to Your Product**  
**Property Damage to Your Product** arising out of it or any part of it.

**l. Damage to Your Work**

**Property Damage to Your Work** arising out of it or any part of it and included in the **Products-completed Operations Hazard**.

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

**m. Damage to Impaired Property or Property Not Physically Injured**

**Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

- i. A defect deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
- ii. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

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

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

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

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

**o. Personal and Advertising Injury**

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

**p. 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.

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

**q. Fungi or Bacteria**

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

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

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

**r. Employment Related Practices**

**Bodily Injury** to:



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

This exclusion applies:

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

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

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

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

t. **Professional Liability**

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

- i. Any time after the conclusion of the student/trainee's instructional program.  
Conclusion is not limited to the successful completion of the program. Failure to successfully complete the program, or the student/trainee voluntarily or involuntarily discontinues lessons also constitutes conclusion of the instructional program;
- ii. Off the insured's premises, while the student/trainee is not engaged in an instructional program facilitated by the insured; or
- iii. On the insured's premises, while the student/trainee is not engaged in an instructional program facilitated by the insured.

u. **Abuse or Molestation**

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

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

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

v. **Asbestos**

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

w. **Lead**

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

x. **Securities and Financial Interest**

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

y. **Silica**

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

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

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

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

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

**COVERAGE B  
PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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

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

- b. This insurance applies to **Personal and Advertising Injury** caused by an offense arising out of your business but only if the offense was committed in the **Coverage Territory** during the policy period.

**2. Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

**Personal and Advertising Injury** caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **Personal and Advertising Injury**;

b. **Material Published with Knowledge of Falsity**

**Personal and Advertising Injury** arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. **Material Published Prior to Policy Period**

**Personal and Advertising Injury** arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

d. **Criminal Acts**

**Personal and Advertising Injury** arising out of a criminal act committed by or at the direction of any insured;

e. **Contractual Liability**

**Personal and Advertising Injury** for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

f. **Breach of Contract**

**Personal and Advertising Injury** arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;

g. **Quality of Performance of Goods – Failure to Conform to Statements**

**Personal and Advertising Injury** arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**;

h. **Wrong Description of Prices**

**Personal and Advertising Injury** arising out of the wrong description of the price of good, products or services stated in your **Advertisement**;

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

**Personal and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

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

j. **Insureds in Media and Internet Type Businesses**

**Personal and Advertising Injury** committed by an insured whose business is:

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

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

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

k. **Electronic Chatrooms or Bulletin Boards**

**Personal and Advertising Injury** arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use of Another's Name or Product**

**Personal and Advertising Injury** arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

**Personal and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time.

n. **Pollution-Related**

Any loss, cost or expense arising out of any:

- i. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **Pollutants**, or

- ii. Claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **Pollutants**.

o. **War**

**Personal and Advertising Injury**, however caused, arising, directly or indirectly, out of:

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

p. **Fungi or Bacteria**

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

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

q. **Employment Related Practices**

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

This exclusion applies:

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

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

**Personal and Advertising Injury** arising directly or indirectly out of:

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

s. **Professional Liability**

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

- i. Any time after the conclusion of the student/trainee's instructional program.  
Conclusion is not limited to the successful completion of the program. Failure to successfully complete the program, or the student/trainee voluntarily or involuntarily discontinues lessons also constitutes conclusion of the instructional program;
- ii. Off the insured's premises, while the student/trainee is not engaged in an instructional program facilitated by the insured; or
- iii. On the insured's premises, while the student/trainee is not engaged in an instructional program facilitated by the insured.

t. **Abuse or Molestation**

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

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

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

**COVERAGE C  
MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for **Bodily Injury** caused by an accident:
  - i. On premises you own or rent;
  - ii. On ways next to premises you own or rent; or
  - iii. Because of your operations;provided that:
  - i. The accident takes place in the **Coverage Territory** and during the policy period;
  - ii. The expenses are incurred and reported to us within one year of the date of the accident; and
  - iii. The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - i. First aid administered at the time of an accident;
  - ii. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - iii. Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

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

a. **Any Insured**

To any insured.

b. **Hired Person**

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

c. **Injury on Normally Occupied Premises**

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

d. **Worker's Compensation and Similar Laws**

To a person, whether or not an **Employee** of any insured, if benefits for the **Bodily Injury** are payable or must be provided under a worker's compensation law, unemployment compensation insurance, social security, or disability benefits law, or under any similar or related law (including occupational disease and cumulative trauma) including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws or legislation.

e. **Athletics Activities**

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

f. **Products-Completed Operations Hazard**

Included within the **Products-completed Operations Hazard**.

g. **Coverage A Exclusions**

Excluded under Coverage A.

### SUPPLEMENTARY PAYMENTS COVERAGES A AND B

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

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **Bodily Injury** Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **Suit**, including actual loss of earnings up to \$250 a day because of time off from work.

e. All costs taxed against the insured in the **Suit**.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

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

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

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II WHO IS AN INSURED

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



- a. Your **Employees**, other than either your **Executive Officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **Employees** is an insured for:
    - i. **Bodily Injury or Personal and Advertising Injury:**
      - a. To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-**Employee** or while that co-**Employee** is either in the course of his or her employment or performing duties related to the conduct of your business;
      - b. To the spouse, child, parent, brother or sister of that co-**Employee** as a consequence of Paragraph 1(a) above.
      - c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs 1(a) or (b) above; or
      - d. Arising out of his or her providing or failing to provide professional health care services.
    - ii. **Property Damage** to property:
      - a. Owned, occupied or used by,
      - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purposes by,
 

you, any of your **Employees**, 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 any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - i. With respect to liability arising out of the maintenance or use of that property; and
    - ii. Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
3. Any organization you newly acquire or form, other than a partnership, joint venture of limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
    - b. Coverage A does not apply to **Bodily Injury** or **Property Damage** that occurred before you acquired or formed the organization; and
    - c. Coverage B does not apply to **Personal and Advertising Injury** arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Names Insured in the Declarations.

### SECTION III LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. **Claims** made or **Suits** brought; or
  - c. Persons or organizations making claims or bringing **Suits**.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;

- b. Damages under Coverage A, except damages because of **Bodily Injury** or **Property Damage** included in the **Products-completed Operations Hazard**; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of **Bodily Injury** and **Property Damage** included in the **Products-completed Operations Hazard**.
  4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all **Personal and Advertising Injury** sustained by any one person or organization.
  5. Subject to 2. or 3. above, whichever applies, the Each **Occurrence** Limit is the most we will pay for the sum of:
    - a. Damages under Coverage A; and
    - b. Medical expenses under Coverage C
 because of all **Bodily Injury** and **Property Damage** arising out of any one **Occurrence**.
  6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of **Property Damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
  7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of **Bodily Injury** sustained by any one person.
  8. Our obligation under the **Bodily Injury** Liability and property Damage Liability Coverages to pay damages on your behalf applies only to the amounts of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.

Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:

**PER OCCURRENCE BASIS.** If the deductible amount indicated in the schedule above is on a “per **Occurrence**” basis, that deductible amount applies as follows:

- a. Under **Bodily Injury** Liability Coverage, to all damages because of **Bodily Injury**
- b. Under **Property Damage** Liability Coverage, to all damages because of **Property Damage**; or
- c. Under Bodily Injury Liability and/or **Property Damage** Liability Coverage Combined, to all damages because of:
  - i. **Bodily Injury**
  - ii. **Property Damage**
  - iii. **Bodily Injury** and **Property Damage** combined as a result of any one **Occurrence**, regardless of the number of persons or organizations who sustain damages because of that **Occurrence**.

The terms of this insurance, including those with respect to: (a) our right and duty to defend the insured against **Suits** seeking those damages; and, (b) your duties in the event of an **Occurrence**, claim or **Suit** apply irrespective of the application of the deductible amount.

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

9. In the event that any Claim or more than one Claim shall be covered in whole or in part, under this Policy, and any other Policy insured by Underwriters and issued by DAN Liability Insurance Risk Retention Group, Inc. the total applicable Limit of Liability shall not exceed the single largest Limit of Liability under any Policy. Such largest applicable Limit shall apply only once to such Claim. The Retention for each Policy shall be applied to the portion of such Claim that is allocated to the respective Insured.
10. The subscribing insurer’s obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.
11. Regardless of any other provision of this policy, this policy does not apply to **Punitive or Exemplary Damages**, whether at common law or by statute, awarded against an “insured” or “additional insured”.

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

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

## SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS

### 1. Bankruptcy

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

### 2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an **Occurrence** or an offense which may result in a claim. To the extent possible, notice should include:
  - i. How, when and where the **Occurrence** or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the **Occurrence** or offense.
- b. If a claim is made or **Suit** is brought against any insured, you must:
  - i. Immediately record the specifics of the claim or **Suit** and the date received; and
  - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or **Suit** as soon as practicable.

- c. You and any other involved insured must:
  - i. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
  - ii. Authorize us to obtain records and other information;
  - iii. Cooperate with us in the investigation or settlement of the claim or defense against the **Suit**; and
  - iv. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. Written notice and submission of other documentation required under this paragraph 2 shall be made to:

**DAN Services, Inc.**  
**Fax: (919) 490-2935**  
**E-Mail: [liabilityinsurance@dan.org](mailto:liabilityinsurance@dan.org)**

Failure to provide written notice as set forth above will be considered a failure of a condition to coverage and may at the option of the Underwriters render Your policy null and void in relationship to any accident or **Occurrence** not properly and promptly set forth in written notice as required herein.

### 3. Legal Action against Us

No person or organization has a right under this policy:

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

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

or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant of the claimant's legal representative.

#### 4. **Applicable Law**

This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause.

#### 5. **Service of Suit**

- a. It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such **Suit** may be made upon DAN Risk Retention Group, Inc. c/o USA Risk Group, Inc., 1327C Ashley River Road, Suite 200, Charleston, SC 29407 U.S.A. and that in any **Suit** instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
- b. The above named are authorized and directed to accept service of process on behalf of Underwriters in any such **Suit** and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a **Suit** shall be instituted.
- c. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, **Suit** or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### 6. **Other Insurance**

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

##### a. **Primary Insurance**

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

##### b. **Excess insurance**

This insurance is excess over:

- i. Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - a. That is Fire, Extended Coverage, Builder's Risk, Installation Risk of similar coverage for **Your Work**;
  - b. That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - c. That is insurance purchased by you to cover your liability as a tenant for **Property Damage** to premises rented to you or temporarily occupied by you with permission of the owner; or
  - d. If the loss arises out of the maintenance or use of aircraft, **Autos** or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – **Bodily Injury** and **Property Damage** Liability.
- ii. Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

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

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

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

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

**c. Method of Sharing**

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

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

**7. 25% Minimum Earned Premium**

In the event the policy is cancelled by the Named Insured, the minimum earned premium due the Company shall be 25% of the total annual premium or the industry short-rate earned premium, whichever is greater.

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

**8. Premium Audit**

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**9. 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.

**10. Separation of Insureds**

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against which claim is made or **Suit** is brought.

**11. Transfer of Rights of Recovery against Others to Us**

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

**12. When We Do Not Renew**

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an **Advertisement**.

2. **Auto** means

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.

3. **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **Coverage Territory** means;

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage occurs in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if the injury or damage arises out of:
  - i. Goods or products made or sold by you in the territory described in a. above; or
  - ii. The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business, or
  - iii. **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 a. above or in a settlement we agree to.

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

5. **Employee** includes a **Leased Worker**. **Employee** does not include a **Temporary Worker**.

6. **Executive Officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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

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

9. **Impaired property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

- a. It incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

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

**10. Insured Contract means:**

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

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

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

**11. Leased Worker** means a person leased to you by a labor firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.

**12. Loading or Unloading** means the handling of property:

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

but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

**13. Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - i. Power cranes, shovels, loaders, diggers or drills; or

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

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

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

However, **Mobile Equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicles insurance law are considered **Autos**.

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

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

**15. Personal and Advertising Injury** means injury, including consequential **Bodily Injury**, arising out of one or more of the following offenses

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

**16. 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.

**17. Products-completed Operations Hazard:**

- a. Includes all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:
  - i. Products that are still in your physical possession; or



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

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

- b. Does not include **Bodily Injury** or **Property Damage** arising out of:
  - i. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **Loading or Unloading** of that vehicle by any insured;
  - ii. The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - iii. Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**18. Property damage** means:

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

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

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

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

**20. 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.

**21. 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.

**22. 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.

**23. Your Product:**

- a. Means:
  - i. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - a. You;

- b. Others trading under your name, or
  - c. A person or organization whose business or assets you have acquired; and
- ii. Containers (other than vehicles), materials, parts or equipment furnished in connection with such good or products.
- b. Includes:
  - i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
  - ii. The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**24. Your Work**

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

**SECTION VI  
GENERAL POLICY CONDITIONS**

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

**A. Cancellation**

1. Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Insured at any time by written notice or by surrender of this contract of Insurance. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Insured or by mailing to the Insured by registered, certified or other first class mail, at the Insured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.
2. If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.
3. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
4. The first Named insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
5. 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 or 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.
6. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
7. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

8. 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.
9. 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, but not the obligation to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

And we do not warrant that conditions:

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

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

**END OF POLICY FORM**

**FORMS AND ENDORSEMENT WHICH ARE PART OF THIS POLICY ARE ATTACHED**

**CLAIM (INCIDENT) NOTIFICATION & REPORTING**

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

The insured as scheduled above, upon written notice of any accident/**Occurrence** likely to give rise to a claim hereunder, shall give immediate advice thereof to the underwriters through:

**DAN Services, Inc.  
6 W. Colony Pl., Durham, NC 27705  
Fax: 919-490-2935  
Email: [liabilityinsurance@dan.org](mailto:liabilityinsurance@dan.org)**

It is understood and agreed that notification to the above shall be as notification to Underwriters.

Failure to provide written notice as set forth above will be considered a failure of a condition to coverage and may at the option of the Underwriters render YOUR policy null and void in relationship to any accident or **Occurrence** not properly and promptly set forth in written notice as called for herein.

**All other terms and conditions remain unchanged.**

**YOUR DUTIES IN THE EVENT OF A LOSS,  
OCCURRENCE, CLAIM OR SUIT**

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

- A. As a condition precedent to coverage under this Policy, You must report immediately to Us any **Occurrence**, loss, damage or expense which may be covered under this Policy. To the extent possible, this notice should include: full details of how, when and where the **Occurrence**, loss or damage took place; the names and addresses of any injured persons and witnesses; and the nature of any injuries to persons or damage to property. You are also required to notify the police immediately of any actual or suspected theft, vandalism or malicious damage to Your insured property.
- B. We shall have the right to inspect Your insured property and take samples of damaged and undamaged property for inspection, testing and analysis. Except as expressly permitted, with respect to Repair or Replacement Parts, You shall not repair or replace any damaged property until We have completed our inspection, testing and analysis.
- C. Within sixty (60) days after any loss covered under this Policy, You must file with Us a sworn, written proof of loss, setting forth the details of the loss and the amount claimed. We also may require You submit to an examination under oath. If You do not submit a sworn proof of loss within sixty (60) days, or if You refuse to submit to an examination under oath, any claim by You for coverage under this policy will be void.
- D. As a condition precedent to coverage under this Policy, You must notify Us immediately of any claim made or lawsuit brought against You for any liability that is covered under this Policy. You also must immediately send Us copies of any demands, notices, summonses or legal papers that You or Your representatives receive.
- E. We will have the right to settle any claim made or lawsuit brought against You for liability covered under this Policy. We also will have the right to defend, with the counsel of our choice, any lawsuit brought against You for liability covered under this policy. We will pay the costs of defending such lawsuit. You must cooperate with Us in all aspects of our investigation, defense and settlement of any claim or **Suit**, attend hearings, depositions and trial, and assist in obtaining evidence and the attendance of witnesses. If You do not cooperate with Us, We will have no obligation to indemnify You for any damages awarded.
- F. You shall not, except at Your own cost, admit any liability or make any payment to any person for any liability covered under this Policy without our prior consent.

**All other terms and conditions remain unchanged.**

## **INCIDENT REPORT FORM**

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

These instructions are to assist you in filling out the Incident Report Form in the event of an injury. Above all else, the form should be filled out as completely and accurately as possible. Completing this form shortly after the incident helps assure that all applicable information has been obtained. **However, please remember that caring for the injured person is of primary concern.**

If a waiver/release was signed by the injured person, or on his/her behalf, please attach a copy of the signed waiver/release to the Incident Report Form.

In the event that the injury involved the use of any equipment, you should inspect and document that equipment. Often, a picture of the equipment along with a description of its condition at the time of the injury will suffice. If you perceive that any problem exists with the equipment, it should be secured until otherwise instructed.

At this stage, it is important to gather all relevant information possible concerning the accident. No one from the business should discuss any opinion they might have as to the cause. It is important that you be factual. Opinions will be rendered at a later date once all relevant information has been reviewed and appropriately analyzed.

Additional considerations are as follows:

- When possible, have the injured person describe in their own words what happened. That description should be written in the section entitled "Injured Party's Description" and should be written in the first person, i.e. "**I was....**" If able to sign, the injured person should be asked to sign their description.
- Describe the extent of injury, treatment and method of transportation.
- Obtain the name, address and contact information (telephone numbers and email address) for each witness, including anyone associated with the business who observed either the incident, or anything giving rise to it. Ask each witness to prepare a written statement. If the witness is unwilling to prepare a written statement, please provide what they told you about the incident.
- Where applicable, take pictures of the accident site and forward them with the Incident Report Form.
- Cooperate fully with all law enforcement personnel called to the scene.

Once completed, please forward the Incident Report Form, waiver/release, witness statements, pictures and "Claim Notification" to the person identified in your insurance policy.

**All other terms and conditions remain unchanged.**

**ENDORSEMENT  
DEDUCTIBLE LIABILITY INSURANCE**

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

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to damages for all **Bodily Injury** and **Property Damage**, however caused):

Limitation on Deductible	Deductible Amount

- A. Our obligation under the **Bodily Injury** Liability and **Property Damage** Liability Coverages to pay damages on your behalf applies only to the amounts of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:
  - i. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the schedule above is on a “per **Occurrence**” basis, that deductible amount applies as follows:
    - a. Under **Bodily Injury** Liability Coverage, to all damages because of **Bodily Injury**
    - b. Under **Property Damage** Liability Coverage, to all damages because of **Property Damage**; or
    - c. Under **Bodily Injury** Liability and/or **Property Damage** Liability Coverage Combined, to all damages because of:
      - 1. **Bodily Injury**
      - 2. **Property Damage**
      - 3. **Bodily Injury** and **Property Damage** combined as a result of any one **Occurrence**, regardless of the number of persons or organizations who sustain damages because of that **Occurrence**.
- C. The terms of this insurance, including those with respect to:
  - i. Our right and duty to defend the insured against **Suits** seeking those damages; and
  - ii. Your duties in the event of an **Occurrence**, claim or **Suit** apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or **Suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
BIOLOGICAL OR CHEMICAL MATERIALS**

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

This exclusion applies to all sections of this policy.

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

**All other terms and conditions remain unchanged.**



**EXCLUSION AND LIMITATION CLAUSE  
EXPOSURE TO SANCTIONS**

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

This exclusion applies to all sections of this policy.

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

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES**

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

This exclusion applies to all sections of this policy.

- A. This insurance does not apply to **Bodily Injury, Property Damage, Personal and Advertising Injury** or medical expenses including damages for care and loss of services:
- i. Arising from the ownership, maintenance, handling, igniting, operation, sponsorship, set-up or take-down or other use of:
    - a. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;
    - b. Fireworks, including firecrackers, Roman Candles, flash powder, explosive compositions or combustible substances, pinwheels, skyrockets, ground displays, flares, smoke bombs, and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these:  
by any Insured or by any person for which any Insured may be held liable in any capacity.
- B. This insurance does not apply to any obligation of any insured to indemnify, defend or contribute jointly or severally with another because of **Bodily Injury, Property Damage, Personal and Advertising Injury** or medical expenses arising from any of the activities specified in A.i, above.

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
NUCLEAR INCIDENT LIABILITY**

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

This exclusion applies to all sections of this policy.

This Policy\* does not apply:

- A. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
- i. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - ii. resulting from the hazardous properties of nuclear material and with respect to which any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to **Bodily Injury**, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- C. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
- i. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - ii. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - iii. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:

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

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear

fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
RADIOACTIVE CONTAMINATION**

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

This exclusion applies to all sections of this policy.

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

**All other terms and conditions remain unchanged.**

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

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

This exclusion applies to all sections of this policy.

This Policy does not cover

- A. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - B. Any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from
- i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION**

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

This exclusion applies to all sections of this policy.

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

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

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

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

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

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
TERRORISM**

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

This exclusion applies to all sections of this policy.

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**All other terms and conditions remain unchanged.**



**EXCLUSION (NOT PURCHASED) CLAUSE**  
**U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED**

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

This Insurance therefore affords no coverage for losses directly resulting from any “act of terrorism” as defined in the “U.S. Terrorism Risk insurance Act of 2002” as defined in TRIA except to the extent, if any, otherwise provided by this policy.

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

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
NUCLEAR / CHEMICAL / BIOLOGICAL / RADIOACTIVE TERRORISM**

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

This exclusion applies to all sections of this policy.

Regardless of any contributory cause(s), this Policy does not cover any **OCCURRENCE** in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical, biological or radioactive agent, material device or weapon.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **INSURED**.

**All other terms and conditions remain unchanged.**

**EXCLUSION CLAUSE  
WAR AND CIVIL WAR**

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

This exclusion applies to all sections of this policy.

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**All other terms and conditions remain unchanged.**

**LIMITATION OF COVERAGE TO  
DESIGNATED LOCATIONS**

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

This endorsement applies to all sections of this policy.

**Schedule of Designated Locations:**

Corporate General Liability Policy

The following are added as additional Designated Locations:

Street Address	City	State	Zip Code

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

This insurance only applies to **Bodily Injury, Property Damage**, "personal injury", "advertising injury", and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary, or incidental to, those premises and operations.

**All other terms and conditions remain unchanged.**

**ENDORSEMENT  
TOUR AND TRAVEL AGENT LIABILITY ENDORSEMENT**

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

In consideration of an additional premium of \_\_\_\_\_ Per Declarations Page paid, it is hereby noted and agreed that this insurance is extended to include liability resulting from services provided in the role of tour or travel agent, or otherwise arranging activities for participants with airlines, hotels, resorts, dive operators, concessionaires, vendors or subcontractors.

All airlines, hotels, resorts, dive operators, concessionaires, vendors and sub-contractors must maintain their own liability insurance covering the participants in the activity, with a minimum liability limit of \$1,000,000, with your business named as "Additional Insured," and provide a certificate of insurance that you will maintain in your records.

**All other terms and conditions remain unchanged.**

**ENDORSEMENT  
EMPLOYEE BENEFITS LIABILITY COVERAGE**

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

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

**SCHEDULE**

<b>Limit Of Insurance</b>	<b>Coverage</b>	<b>Deductible</b>	<b>Premium</b>
See Declaration Page	Employee Benefits Programs	See Declaration Page	See Declaration Page

**COVERAGE – EMPLOYEE BENEFITS LIABILITY**

**A. Insuring Agreement**

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or **Suit** that may result. But:
  - a. The amount we will pay for damages is limited as described above; and
  - b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

2. This insurance applies to damages only if:
  - a. The act, error or omission, is negligently committed in the **Administration** of your **Employee Benefit Program**,
  - b. The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
  - c. A claim for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph C below, during the policy period or an Extended Reporting Period we provide under Paragraph 7 of this endorsement.
3. A claim seeking damages will be deemed to have been made at the earlier of the following times:
  - a. When notice of such claim is received and recorded by an insured or by us, whichever comes first; or
  - b. When we make settlement in accordance with Paragraph A .1. above

A claim received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

4. All claims for damages made by an **Employee** because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such **Employee's** dependents and beneficiaries, will be deemed to have been made at the time the first of those claims is made against any insured.

**B. Exclusions**

This insurance does not apply to:

1. **Dishonest, Fraudulent, Criminal or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by an insured, including the willful or reckless violation of any statute.

2. **Bodily Injury, Property Damage, or Personal and Advertising Injury**  
**Bodily Injury, Property Damage or Personal and Advertising Injury.**

3. **Failure to Perform a Contract**

Damages arising out of failure of performance of contract by any insured.

4. **Insufficiency of Funds**

Damages arising out of an insufficiency of funds to the meet any obligations under any plan included in the **Employee Benefit Program**.

5. **Inadequacy of Performance of Investment/Advice Given With Respect to Participation**

Any claim based upon:

- a. Failure of any investment to perform;
- b. Errors in providing information on past performance of investment vehicles: or
- c. Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **Employee Benefit Program**.

6. **Workers' Compensation and Similar Laws**

Any claim arising out of your failure to comply with the mandatory provisions of any worker's compensation law, unemployment compensation insurance, social security, or disability benefits law, or under any similar or related law (including occupational disease and cumulative trauma) including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws or legislation.

7. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

8. **Available Benefits**

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the application funds accrued or other collectible insurance.

9. **Taxes, Fines or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

10. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination or other employment-related practices.

For the purposes of the coverage provided by this endorsement:

- A. All references to Supplementary Payments are replaced by Supplementary Payments and Employee Benefits Liability
- B. All Coverage Extension – Supplementary Payments do not apply

For the purposes of coverage provided by this endorsement. Who Is an Insured is as follows:

Each of the following is also an insured:

- A. Each of your **Employees** who is or was authorized to administer your **Employee Benefit Program**.
- B. Any persons, organizations or **Employees** having proper temporary authorization to administer your **Employee Benefit Program** if you die, but only until your legal representative is appointed.
- C. 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 endorsement.

For the purposes of the coverage provided by this endorsement, Paragraph D Liability and Medical Expenses Limits of Insurance is replaced by the following:

A. Limits of Insurance

- 1. The Limits of Insurance shown in this Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **Suits** brought;
  - c. Persons or organizations making claims or bringing **Suits**;
  - d. Acts, errors or omissions; or
  - e. Benefits included in your **Employee Benefits Program**.
- 2. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions, negligently committed in the **Administration** of your **Employee Benefit Program**.
- 3. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one **Employee**, including damages sustained by such **Employee's** dependents and beneficiaries, as a result of:
  - a. An act, error omission, or
  - b. A series of related acts, errors or omissions negligently committed in the **Administration** of your **Employee Benefit Program**.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **Employee Benefit Program**.

The Limits of Insurance of this endorsement 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 Declaration of the policy to which this endorsement is attached, 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.

B. Deductible

- 1. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The Limits of Insurance shall not be reduced by the amount of this deductible.
- 2. The deductible amount stated in the Schedule applies to all damages sustained by any one **Employee**, including such **Employee's** dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- 3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend any **Suits** seeking those damages; and
  - b. Your duties, and the duties of any other involved insured, in the event of an act, error or mission, or claim

Apply irrespective of the application of the deductible amount.



4. We may pay any part or all of the deductible amount to effect settlement of any claim or **Suit** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

#### **DUTIES IN THE EVENT OF AN ACT, ERROR OR OMISSION, OR CLAIM OR SUIT**

- A. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
  1. What the act, error or omission was and when it occurred; and
  2. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- 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 also see to it that we receive written notice of the claim or **Suit** as soon as practicable.
- C. You and 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 an act, error or omission 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 without our consent.

#### **EXTENDED REPORTING PERIOD**

- A. You will have the right to purchase an Extended Reporting Period, as described below, if:
  1. This endorsement is canceled or not renewed; or
  2. We renew or replace this endorsement with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - b. Does not apply to an act, error or omission on a claims-made basis.
- B. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
- C. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly 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:
  1. The **Employee Benefit Programs** insured;
  2. Previous types and amounts of insurance;
  3. Limits of Insurance available under this endorsement for future payment of damages; and
  4. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the 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 Extended Reporting Period.

- D. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

#### DEFINITIONS

- A. **Administration** means:

1. Providing information to **Employees**, including their dependents and beneficiaries, with respect to eligibility for or scope of **Employee Benefit Programs**;
2. Handling records in connection with the **Employee Benefit Program**; or
3. Effecting, continuing or terminating any **Employee's** participation in any benefit include in the **Employee Benefit Program**.

However, **Administration** does not include handling payroll deductions.

- B. **Cafeteria Plan** means a plan authorized by applicable law to allow **Employees** to elect to pay certain benefits with pre-tax dollars.

- C. Claim means any demand, or **Suit**, made by an **Employee** or an **Employee's** dependents and beneficiaries, for damages as the result of an act, error or omission.

- D. **Employee Benefit Program(s)** means a program providing some or all of the following benefits to **Employees**, whether provided through a **Cafeteria Plan** or otherwise;

1. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an **Employee** may subscribe to such benefits and such benefits are made generally available to those **Employees** who satisfy the plan's eligibility requirements;
2. Profit sharing plans, **Employee** savings plans, **Employee** stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **Employee** may subscribe to such benefits and such benefits are made generally available to all **Employees** who are eligible under the plan for such benefits;
3. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
4. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
5. Any other similar benefits designated in the Schedule or added thereto by endorsement.

- E. **Employee** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **Employee** includes a **Leased Worker**. **Employee** does not include a **Temporary Worker**.

- F. **Suit** means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. **Suit** includes:

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

#### COMMON POLICY CONDITIONS

This Employee Benefits Liability insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

That is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

1. No Retroactive Date is shown in the Schedule of this endorsement; or
2. The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this endorsement.

**All other terms and conditions remain unchanged.**

**LAKES AND QUARRIES ENDORSEMENT**

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

In consideration of an additional premium of \_\_\_\_\_ Per Declarations Page paid, it is understood and agreed that coverage is extended to include any Claim against an Insured arising out of an Event which occurs at a quarry, lake, cave or spring that is owned and operated by an Insured.

This endorsement applies to all sections of this policy.

**All other terms and conditions remain unchanged.**

**WATERCRAFT SCHEDULE**

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

This endorsement provides supplemental information for the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

The physical damage coverage option is for SCHEDULED WATERCRAFT ONLY and is subject to a PER UNIT DEDUCTIBLE OF \$1000 FOR EACH OCCURRENCE or a DEDUCTIBLE IN THE AMOUNT OF 2% OF THE SCHEDULED VALUE OF THE SCHEDULE WATERCRAFT, WHICHEVER IS GREATER. There is a 3% NAMED STORM DEDUCTIBLE or \$2,500, WHICHEVER IS GREATER. There is a PER UNIT DEDUCTIBLE OF \$2,500 FOR EACH OCCURRENCE or a DEDUCTIBLE IN THE AMOUNT OF 3% OF THE SCHEDULED VALUE OF THE SCHEDULE WATERCRAFT, WHICHEVER IS GREATER for every theft and/or mysterious disappearance. PER UNIT DEDUCTIBLE IS \$500 EACH FOR SCHEDULED TRAILERS.

**All other terms and conditions remain unchanged.**

## **SCHEDULED WATERCRAFT LIABILITY ENDORSEMENT**

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

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

Description of Watercraft:

Any watercraft shown on the **Watercraft Schedule – Form 800A** that indicates “Liability Insurance Applies”.

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

**All other terms and conditions remain unchanged.**

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

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

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

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

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance. Furthermore the Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Underwriter's liability for payment for terrorism losses.

**All other terms and conditions remain unchanged.**

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

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

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

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

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

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

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

**All other terms and conditions remain unchanged.**