

Allianz Global Corporate & Specialty®

# Allianz Insurance Policy

SAMPLE POLICY

Allianz 

May 27, 2021

Dear: ABC Exhibitor, Inc.

Re: Policy Number: UST900000001

Issuing Company: Fireman's Fund Insurance Company (AN ALLIANZ COMPANY)

Thank you for choosing Allianz as your insurance company. We appreciate the trust you've placed in us. A copy of your commercial insurance policy is enclosed. Be sure to keep it in a secure place that you can easily access if you have a question or claim.

As a valued policyholder, you can count on Allianz for:

**Trust and financial stability** – Rated A+ by A.M. Best and AA by Standard and Poor's, Allianz Global Corporate & Specialty earns one of the highest financial ratings of the leading global property and casualty insurers.

**Exceptional claim service** – Allianz has a 125-year reputation for outstanding claim service built on our commitment to honesty, integrity, and partnership with our clients. The company is ranked as "One of the world's most admired companies" by *Fortune*® and "One of the top global brands in the world" by Interbrand.

**The ability to keep pace as your business evolves** – Your business needs are continually changing. Whether you are adopting new technologies or expanding into new geographic markets, Allianz has the expertise and resources to grow with you.

We truly look forward to serving you and supporting your business. In the interim, please know that we deeply appreciate your business.

Best regards,



Bill Scaldaferrri

President & CEO  
Allianz Global Corporate & Specialty, North America



**Fireman's Fund Insurance Company**

A Stock Company  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606-3484

**COMMON POLICY DECLARATIONS**

**Policy No: UST900000001**

**Policy Period:**

**From: 5/11/2021**

**To: 9/18/2021**

Beginning and ending at 12:01 a.m., standard time at the mailing address of the Named Insured shown below.

**Named Insured and Mailing Address:**

ABC Exhibitor, Inc.  
123 Main Street  
San Francisco, CA  
USA  
(Refer to Named Insured Schedule)

**Producer Name and Mailing Address:**

Amelia Insurance Brokers  
PO Box 16569  
Fernandina Beach, FL 32035  
USA

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Premium Summary**

Exhibitor Cancellation	\$ 85.00
Exhibitor Property	\$ 14.30
General Liability	\$ 23.81
Certified Terrorism (General Liability & Exhibitor Property)	\$1.89
Policy Fees	\$60

**Total Amount Payable by the Insured** **\$ 185.00**

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

2-14141 Special Events Insurance

Policy No: UST900000001  
Named Insured: ABC Exhibitor, Inc.

**Named Insured Schedule**

Named Insured
ABC Exhibitor, Inc.

Business or Operations of the Named Insured: Exhibitor at Trade Show/Convention

**Location Schedule**

Location	Address	City	County	State	Zip Code	Description
1	429 11th Avenue	New York	New York	New York	10001	Javits Center

SAMPLE POLICY

Policy No: UST900000001  
 Named Insured: ABC Exhibitor, Inc.

## Forms Schedule

The following policy forms and endorsements have been attached to and made a part of the policy at Inception:

Form Title	Form Number
<b>Signature Page</b>	145990 08 17
<b>Policyholder Messages</b>	
Reporting a Claim	ENTIL 009 03 20
Important Disclosure Notice Regarding Terrorism Coverage	386359 01 15
Policyholder Message	386636 08 17
<b>General Liability</b>	
Policyholder Message - Silica Particles Exclusion	386396 05 04
<b>Exhibitor's Coverage Form</b>	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927NY 01 15
Economic or Trade Sanctions Compliance	145985 06 14
New York Changes - Calculation of Premium	IL 01 85 08 08
Common Policy Conditions	IL 00 17 11 98
New York Changes – Cancellation and Nonrenewal	IL 02 68 01 14
Exhibitor's Coverage Section – Declarations	
Exhibitor's Coverage Form	ENTMA 005 02 21
Exhibitor's Supplemental	ENTMA 006NY 02 21
Amendment of Policy – Additional Condition	IL 70 05 12 90
<b>General Liability</b>	
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act)	145927NY 01 15
Economic or Trade Sanctions Compliance	145985 06 14
New York Changes - Calculation of Premium	IL 01 85 08 08
Common Policy Conditions	IL 00 17 11 98
New York Changes – Cancellation and Nonrenewal	IL 02 68 01 14
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
Silica Particles Exclusion	145917 06 04
Amendment of Policy - Additional Condition	IL 70 05 12 90
General Liability Coverage Section – Declarations	
Commercial General Liability Coverage Form	CG 00 01 04 13
Communicable Disease Exclusion	CG 21 32 05 09

**Forms Schedule, *Continued***

Form Title	Form Number
Employment – Related Practices Exclusion	CG 21 47 12 07
Complete Lead Poisoning and Lead Contamination Exclusion	CG 70 92 03 19
Complete Asbestos Exclusion	CG 70 93 03 19
Fungi or Bacteria Exclusion	CG 72 77 04 08
Emergency First Aid Endorsement	CG 72 86 12 08
Cross Suits Exclusion (Any Insured)	CG 72 94 01 12
Exclusion - Unmanned Aircraft	CG 73 04 06 15
Field of Entertainment Exclusion	ENTGL 000 01 19
Abuse and Molestation Exclusion	ENTGL 001 01 19
Activities Exclusion - Promoter and Live Events	ENTGL 005 01 19
Animal Exclusion	ENTGL 015 01 19
Exclusion - Designated Operations or Activities	ENTGL 025 01 19
Exclusion - Motorized Events	ENTGL 026 01 19
Exclusion - Pyrotechnics and Explosives	ENTGL 027 01 19
Limitation of Coverage to Designated Operations or Activities	ENTGL 035 01 19
Exhibitor's Supplemental	ENTMA 006NY 02 21
Amendment of Aggregate - Per Designated Exhibitor	ENTMA 009 02 21
Exclusion - Cyber Event	ENTIL 004 01 19
Exclusion – Coverage C – Medical Payments	CG 21 35 10 01
Exclusion – Intellectual Property	CG 71 59 10 01
Errors and Omissions Exclusion	ENTGL 023 01 19

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Company indicated on the Declarations Page of the policy has caused the policy to be signed by its President and Secretary.



Secretary



President

SAMPLE POLICY

## Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

### PROCEDURES FOR REPORTING CLAIMS

**NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:**

**Allianz Global Corporate & Specialty**  
**Phone Number: 1-888-347-3428**  
**or**  
**Fax Number: 1-800-511-3720**

Please fill out the online claim reporting form which is available at [www.agcs.allianz.com/usclaims](http://www.agcs.allianz.com/usclaims) or send an email to [ENTNEWLOSS@agcs.allianz.com](mailto:ENTNEWLOSS@agcs.allianz.com). For assistance contact your agent or broker.

## Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism**, as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM**, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage for General Liability and Exhibitor's Property Coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for **certified acts of terrorism**, as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Global Risks US Companies.

**Policyholder Message**  
**386636 08 17**

**Important Information for Policyholders**

If you have questions about your policy, please contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy listed on your Declarations page at the following address:

Allianz Global Risks US Insurance Company  
225 W. Washington Street, Suite 1800  
Chicago, IL 60606-3484

Toll Free Telephone: 1-(888) 466-7883

Toll Free Telephone for Claims: 1-(800) 870-8857

Website: <http://www.agcs.allianz.com/>

Website Address for Support Services: <http://www.agcs.allianz.com/global-offices/united-states/support-services/>

The information above supersedes any other Company contact information you may have received with your policy.

SAMPLE POLICY

## Policyholder Message - Silica Particles Exclusion - 386396 05 04

THIS MESSAGE IS INTENDED TO ALERT YOU OF CHANGES TO YOUR POLICY. THIS MESSAGE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY OR ANY ENDORSEMENT TO YOUR POLICY. PLEASE REVIEW YOUR POLICY AND THE ENDORSEMENTS FOR COMPLETE COVERAGE INFORMATION.

### **Silica Particles Exclusion**

Your policy contains a silica particles exclusion.

If you have any questions, please contact your Allianz Global Risks US Companies® insurance representative.

SAMPLE POLICY

# **Cross-Product Endorsements**

(See Forms Schedule on Common  
Declarations for applicability)

SAMPLE POLICY

## **New York - Disclosure of Premium For Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) 145927NY 01 15**

**This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.**

### **A. Disclosure of Premium**

In accordance with the federal Terrorism Risk Insurance Act, as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act, as amended ("**certified acts of terrorism**"). The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

### **B. Disclosure of Federal Participation in Payment of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act, as amended, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed \$100 billion.

### **C. Cap on Insurer Participation in Payment of Terrorism Losses**

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

All other terms and conditions of the policy remain unchanged.

**Economic or Trade Sanctions Compliance - 145985 06 14**

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.

SAMPLE POLICY

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

## **NEW YORK CHANGES - CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

- A.** For policies with fixed terms in excess of one year, or policies with no stated expiration date, except as provided in Paragraph **B.**, the following applies:

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

- B.** For policies with fixed terms in excess of one year, where premium is computed and paid annually, the following applies:

- 1.** The premium shown in the Declarations was computed based on rates and rules in effect at the time the policy was issued. Such rates and rules will be used to calculate the premium at each anniversary, for the entire term of the policy, unless the specific reasons described in Paragraph **2.** or **3.** apply.
- 2.** The premium will be computed based on the rates and rules in effect on the anniversary date of the policy only when, subsequent to the inception of the current policy period, one or more of the following occurs:
  - a.** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and that occurred subsequent to inception of the current policy period;
  - b.** A material physical change in the property insured, occurring after issuance or last anniversary renewal date of the policy, causes the property to become uninsurable in accordance with underwriting standards in effect at the time the policy was issued or last renewed; or
  - c.** A material change in the nature or extent of the risk, occurring after issuance or last anniversary renewal date of the policy, which causes the risk of "loss" to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.
- 3.** If, subsequent to the inception of the current policy period, the Limit of Insurance is increased, or Additional Coverages or Causes of Loss are insured, the rate and rules in effect at the time of the change will be applied to calculate the premium and will continue to apply to the change at subsequent anniversary dates.

# NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

**A.** Paragraphs **1.**, **2.**, **3.** and **5.** of the **Cancellation** Common Policy Condition are replaced by the following:

**1.** The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

**2. Cancellation Of Policies In Effect**

**a. 60 Days or Less**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1)** 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.2.b.** below.
- (2)** 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.2.b.** below.

**b. For More Than 60 Days**

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel only for any of the reasons listed below, provided we mail the first Named Insured written notice at least 15 days before the effective date of cancellation:

- (1)** Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
- (2)** Conviction of a crime arising out of acts increasing the hazard insured against;
- (3)** Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- (4)** After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- (5)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
- (6)** Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

- (7) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (8) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within 10 days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.

- 3. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the policy and to the authorized agent or broker.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or \$60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

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

- 7. If one of the reasons for cancellation in Paragraph **A.2.b.** or **D.2.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

**C.** The following conditions are added:

**1. Nonrenewal**

If we decide not to renew this policy we will send notice as provided in Paragraph **C.3.** below.

**2. Conditional Renewal**

If we conditionally renew this policy subject to:

- a. A change of limits;
- b. A change in type of coverage;
- c. A reduction of coverage;
- d. An increased deductible;
- e. An addition of exclusion; or
- f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

**3. Notices Of Nonrenewal And Conditional Renewal**

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least 60 but not more than 120 days before:
  - (1) The expiration date; or
  - (2) The anniversary date if this is a continuous policy.
- b. Notice will be mailed or delivered to the first Named Insured at the address shown in the policy and to the authorized agent or broker. If notice is mailed proof of mailing will be sufficient proof of notice.
- c. Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.
- d. If we violate any of the provisions of Paragraph **C.3.a., b.,** or **c.** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (1) And if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel:
  - (2) And if the notice is provided on or after the expiration date of this policy coverage will remain in effect at the same terms and conditions of this policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.
  - e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:
    - (1) Upon expiration of the 60-day period, unless Subparagraph (2) below applies; or
    - (2) Notwithstanding the provisions in Paragraphs d.(1) and d.(2), as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.
  - f. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.
- D.** The following provisions apply when the Commercial Property Coverage Part, the Farm Coverage Part or the Capital Assets Program (Output Policy) Coverage Part is made a part of this policy:
1. Item **D.2.** and **D.3.** apply if this policy meets the following conditions:
    - a. The policy is issued or issued for delivery in New York State covering property located in this state; and
    - b. The policy insures:
      - (1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or
      - (2) For loss of or damage to personal property other than farm personal property or business property; or
      - (3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and
    - c. The portion of the annual premium attributable to the property and contingencies described in **1.b.** exceeds the portion applicable to other property and contingencies.
  2. Paragraph **2.** of the **Cancellation** Common Policy Conditions is replaced by the following:
    2. **Procedure And Reasons For Cancellation**
      - a. We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
        - (1) 15 days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or
        - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
      - b. But if this policy:
        - (1) Has been in effect for more than 60 days; or
        - (2) Is a renewal of a policy we issued;we may cancel this policy only for one or more of the following reasons:
        - (1) Has been in effect for more than 60 days; or
        - (2) Conviction of a crime arising out of acts increasing the risk of loss;
        - (3) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;
        - (4) Discovery of willful or reckless acts or omissions increasing the risk of loss;

- (5) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:
  - (a) Issued the policy; or
  - (b) Last voluntarily renewed the policy;
- (6) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or
- (7) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

**a. Conditional Continuation**

Instead of cancelling this policy, we may continue it on the condition that:

- (1) The policy limits be changed; or
- (2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least 20 days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

**b. Nonrenewal**

If, as allowed by the laws of New York State, we:

- (1) Do not renew this policy; or
- (2) Condition policy renewal upon:
  - (a) Change of limits; or
  - (b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

- (a) At least 45 days; but
- (b) Not more than 60 days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

**E. The following is added to the Farm Property – Other Farm Provisions Form – Additional Coverages, Conditions, Definitions, the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:**

When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

1. Or our broker or agent within 45 days of the effective date of a new policy, we will cancel the entire policy by giving 20 days' written notice to you and to the mortgageholder shown in the Declarations.
2. Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least 15 days before the effective date of cancellation.

The cancellation provisions set forth in **E.1.** and **E.2.** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **E.1.** or **E.2.** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

**F. The following applies to the Commercial Property Coverage Part, the Farm Coverage Part and the Capital Assets Program (Output Policy) Coverage Part:**

Paragraphs **f.** and **g.** of the **Mortgageholders** Condition are replaced by the following:

**f. Cancellation**

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (a) 10 days before the effective date of the cancellation we will cancel for your nonpayment of premium; or
  - (b) 30 days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
  - (a) The effective date of cancellation of the insured's coverage; or
  - (b) 10 days after we give notice to the mortgageholder.

**g. Nonrenewal**

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
  - (a) The expiration date of the policy; or
  - (b) 10 days after we give notice to the mortgageholder.

**G.** The following provisions apply when the following are made a part of this policy:

Commercial General Liability Coverage Part  
Employment-Related Practices Liability Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Products/Completed Operations Liability Coverage Part

1. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.
2. The last sentence of Limits Of Insurance does not apply when the policy period is extended because we sent the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice.

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

## **COMMON POLICY CONDITIONS**

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

### **H. Cancellation**

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

### **I. 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.

### **J. 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.

### **K. Inspections And Surveys**

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

### **L. 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.

**M. Transfer Of Your Rights And Duties Under This Policy**

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

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

SAMPLE POLICY

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

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

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to “bodily injury” or “property damage”:**

- (1)** With respect to which an “insured” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the “hazardous properties” of “nuclear material” and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

- (1)** The “nuclear material” **(a)** is at any “nuclear facility” owned by, or operated by or on behalf of, an “insured” or **(b)** has been discharged or dispersed therefrom;
- (2)** The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an “insured”; or
- (3)** The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to “property damage” to such “nuclear facility” and any property thereat.

**2. As used in this endorsement:**

“Hazardous properties” includes radioactive, toxic or explosive properties.

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

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

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

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

“Nuclear facility” means:

- (a)** Any “nuclear reactor”;
  - (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing “spent fuel”, or **(3)** handling, processing or packaging “waste”;
  - (c)** Any equipment or device used for the processing, fabricating or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of “waste”;
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

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

“Property damage” includes all forms of radioactive contamination of property.

SAMPLE POLICY

## Amendment of Policy - Additional Condition - IL 70 05 12 90

Policy Amendment(s) Commercial General Provisions

This endorsement modifies insurance provided under the following:

**American Business Coverage**  
**Commercial General Liability**  
**Automobile**  
**Crime**  
**Inland Marine**

You and we agree to add this condition to the policy:

### Two or More Policies Issued By Us

The Other Insurance provisions changed to add the following:

If the same **occurrence**, accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
  - a. has been exhausted; or
  - b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

This condition does not apply to a policy issued to apply as excess over this policy.

## Exhibitor's Supplemental – ENTMA 006 02 21

Policy Amendment

This Endorsement modifies insurance provided under the following:

General Liability Coverage Form  
Exhibitor's Coverage Form

### I. New Conditions

#### A. Minimum Earned

Each Evidence of Insurance is subject to a minimum earned premium of 25% of the total premium of such Evidence of Insurance.

#### B. Rolling Date

1. In the event of termination or expiration of this Policy, coverage under the terms and conditions of this Policy will remain in force for an Evidence of Insurance until such Evidence of insurance terminates or expires, not to exceed 12 months from the date of termination or expiration of this Policy.
2. A change to this Policy only applies to an Evidence of Insurance that has an effective date after the effective date of such change.

### II. New Definitions

The following definitions apply to this entire Policy. Any other definitions are stated in the Coverage Form to which they apply.

#### A. Coverage period means:

1. For Coverage – A Exhibitor Cancellation under the Exhibitor's Coverage Form:
  - a. The period of the **exhibition** stated on Declaration of this Policy; and
  - b. The contracted times for the buildup and break-down at the **venue** for such Evidence of Insurance holder.
2. For Coverage B - Exhibition Property under the Exhibitor's Coverage Form, the period begins with the transportation of **exhibition property** directly to the **venue** and ends with the direct return of the **exhibition property** to its originating location.
3. For General Liability Coverage Part, the period of the **exhibition** stated on the Declaration of this Policy.

#### B. **Exhibition** means any covered event stated Declaration of this Policy. Exhibition does not mean:

1. Parties or other social gatherings that take place before or after the scheduled exhibition hours or outside of the **venue**; or
2. Activities that take place before or after the scheduled exhibition hours or outside of the **venue** with the exception of loading in and out of the **exhibition property**.

#### C. **Venue** means the specific area of a location contracted by an event organizer for use in an **exhibition**, including exhibition **booths** and meeting rooms.

### III. All other terms and conditions of the policy remain unchanged.

# EXHIBITOR'S COVERAGES

SAMPLE POLICY

## EXHIBITOR'S COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If a coverage shown in the Declarations does not show a corresponding Limit of Insurance, then no insurance is provided for such coverage.
- If "0", "N/A", or "not covered" appears as a Limit of Insurance in the Declarations for a described coverage, then no insurance is provided for such described coverage.
- If the term "included" appears as a Limit of Insurance in the Declarations for a described coverage, then the Limit of Insurance for such coverage is included within, not in addition to, the applicable Limit of Insurance shown in the Declarations for Business Real Property, Business Personal Property, or Business Income and Extra Expense.

### Exhibitor's Coverage Form (ENTMA 005 02 21)

#### Limits of Insurance

Location(s)	Subject(s) of Insurance	Limit of Insurance
1	Exhibitor Cancellation	\$20,000

Location(s)	Subject(s) of Insurance	Limit of Insurance	Deductible
1	Exhibition Property	\$ 20,000	\$500

## Exhibitor's Coverage Form – ENTMA 005 02 21

### Inland Marine Coverage

This Coverage Form (ENTMA 005) together with its Declarations endorsements, complete the coverage provided under the Commercial Inland Marine Coverage Part of this Policy.

The titles of paragraphs contained in this Coverage Form and the subsequent endorsements that make up the Commercial Inland Marine Coverage Part are inserted for ease of reference and shall not be deemed in any way to modify or extend the provisions to which they relate.

Throughout this Policy, the words “you” and “your” refer to the Named Insured shown in an Evidence of Insurance issued as part of this Policy. The words “we”, “us” and “our” refer to the Company providing this insurance.

Other words and phrases that appear in bold face have special meaning as set forth in the Definitions Section of this Coverage Form or the definitions located within the endorsements that make up the Commercial Inland Marine Coverage Part.

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

## I. Coverage

### A. Coverage A - Exhibitor Cancellation

In consideration of payment by you of the full premium due and subject to the terms, conditions, limitations, warranties and exclusions applicable to this coverage we will provide the following:

1. We will indemnify you for your nonrecoverable **exhibition expense** sustained as a result of a cause not otherwise excluded that occurs during the **coverage period** and is beyond your control due to:
  - a. The necessary **cancellation, abandonment, postponement, interruption, curtailment or relocation** of an **exhibition**;
  - b. Your inability to open or keep open the exhibition stand or space due to:
    - (1) Damage to **exhibition property** at the **venue** or while in transit to and from the **venue**;
    - (2) Damage to the **venue**;
    - (3) The late or non-arrival of **exhibition property**;
    - (4) The arrival of **exhibition property** in a condition that makes it unsuitable for its intended purpose; or
    - (5) The non-appearance of your **employee** or appointed representative, intended to work at an **exhibition**, but only when such non-appearance is the sole and direct result of accidental injury or death of your **employee** or appointed representative.
2. We will indemnify you for costs or charges reasonably and necessarily incurred by you to avoid or diminish a loss payable under A.1. above. Coverage provided will not exceed that amount of loss avoided or reduced by incurring the additional costs or charges.

### B. Coverage B - Exhibition Property

We will pay for direct physical loss of or damage to **exhibition property**, provided that the loss or damage takes place during the **coverage period**, within the **covered territory**, and is not excluded or limited elsewhere in this Coverage Form.

## II. Limit of Insurance

The most we will pay in any one occurrence for all covered loss, damage or expense is the applicable Limit of Insurance as stated in the Evidence of Insurance issued to you and forming part of this Policy, regardless of the number of Named Insureds or other interests that have suffered such loss, damage or expense. Payments made under this insurance will not exceed the actual amount of covered loss, damage or expense.

## III. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage exceeds the applicable deductible shown in the Evidence of Insurance issued to you. We will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Insurance.

## IV. Exclusions

### A. Coverage A - Exhibitor Cancellation Exclusions

This insurance does not cover any loss caused by or resulting from any of the following excluded causes of loss. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

#### 1. Adverse Weather

Adverse weather, unless such adverse weather makes an **exhibition** dangerous or impossible to proceed or continue.

#### 2. Alterations or Variance

Alterations or variance of **exhibition(s)** without our prior written approval.

#### 3. Breach or Dispute of Contract

Any contractual dispute or breach by the Insured.

#### 4. Civil Commotion

- a. Civil commotion, public uprising, riot, or martial law; or
- b. The actions of a **civil or military authority** to maintain order in response to civil commotion, public uprising, riot or martial law.

#### 5. Communicable Disease Incident

- a. A **communicable disease incident**; or
- b. The fear or threat of a **communicable disease incident**.

For the purposes of this exclusion “fear” means any disinclination to attend an event or any reduction in attendance due to the potential of a **communicable disease incident** and “threat” means a government or public authority deeming or confirming a threat of a **communicable disease incident** either in writing or in any other form of media.

#### 6. Cyber

- a. Any **cyber act, cyber incident or cyber event** or the fear or threat (whether actual or perceived) of any **cyber act, cyber incident or cyber event**;
- b. Action taken in controlling, preventing, suppressing or remediating any **cyber act, cyber incident or cyber event** or the fear or threat (whether actual or perceived) of any **cyber act, cyber incident or cyber event**; or
- c. Any **cyber act** which causes the failure or interruption to third-party infrastructure or service provider, including but not limited to telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service providers.

#### 7. Lack of Response or Finance

- a. Withdrawal, insufficiency or lack of finance;
- b. The financial failure of the **exhibition**;
- c. Lack of or inadequate attendance, insufficient interest in, receipts, sales or profits of the **exhibition**;
- d. Variations in the rate of exchange, rate of interest or stability of any currency; or
- e. Financial default, insolvency, or failure to pay of any person, corporation or entity.

#### 8. Mourning

National mourning.

#### 9. Outside Events

Any **exhibition** taking place outside, under tents, or in a temporary structure unless expressly agreed by us in writing and stated in the Evidence of Insurance applicable to this Policy.

#### 10. Pollution

Discharge, dispersal, seepage, migration, release or escape of **pollutants** or environmental impairment of any kind, unless any of these is discovered during the **coverage period** and is the sole and direct cause of loss covered under Coverage A – Exhibitor Cancellation.

## 11. Terrorism

- a. Any act of **terrorism** or the threat or fear of **terrorism** (whether actual or perceived); or
- b. Any action taken in controlling, preventing, or suppressing or in any way relating to any act of **terrorism** or the threat or fear of **terrorism** (whether actual or perceived).

## 12. Work in Progress

Any work being carried out by builders or other contractors which renders the **venue** or its facilities unusable in whole or in part, unless such work is unknown to you at the beginning of the **coverage term** stated on the Evidence of Insurance.

## B. Coverage B - Exhibition Property Exclusions

### 1. Detrimental Code

**Detrimental code.** This exclusion applies regardless of how the **detrimental code** was introduced or acquired. For the purposes of this exclusion, “detrimental code” means any computer virus, malware, program, routine, sub-routine, Trojan horse, worm, script or other code string that damages, destroys, alters, or corrupts **exhibition property**.

### 2. Mechanical Breakdown and Electrical Disturbance

- a. Mechanical breakdown or failure;
- b. Rupture or bursting caused by or resulting from centrifugal force; or
- c. Artificially generated electrical current, including electrical arcing.

### 3. Death and Disease

Death by natural causes, disease, sickness, any condition of health, bacteria or virus.

### 4. Pollution

Discharge, dispersal, seepage, migration, release or escape of **pollutants** or environmental impairment of any kind. However, if any of these results in a cause of loss not otherwise excluded, then we will pay for the loss or damage cause by or resulting from such resulting cause of loss.

### 5. Wear and Tear, Deterioration and Animals

- a. Wear and tear or gradual deterioration;
- b. Any quality in the property that causes it to damage or destroy itself or hidden or latent defect;
- c. Dampness, cold, freezing or heat;
- d. Mold, wet or dry rot, decay, rust or corrosion, or bacterial contamination;
- e. Marring or scratching;
- f. Nesting or infestation, or discharge or release of waste products or secretions by insects, birds, rodents or other animals; or
- g. Shrinkage, evaporation or loss of weight.

## C. General Exclusions Applicable to both Coverage A and Coverage B

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

### 1. Actions of a Government or Public Authority

- a. Seizure or confiscation of property by any government or public authority;
- b. Destruction of property under quarantine or customs regulation; or
- c. Any order for repatriation, confinement, imprisonment, quarantine, deportation or the refusal to permit entry into any country where the **exhibition** is to be held.

### 2. Biological, Chemical or Pathogenic Materials

The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials.

### 3. **Concealment or Misrepresentation**

Intentional concealment or misrepresentation by you or any other insured of any **material fact**.

### 4. **Dishonesty or Criminal Acts**

Fraudulent, dishonest or criminal acts or omissions committed alone or in collusion with others by:

- a. You, or any of your partners, members, officers, managers, employees, leased employees, directors, trustees or authorized representatives;
- b. Anyone else with an interest in the property, or their employees or authorized representatives; or
- c. Anyone else to whom the property is entrusted except for carriers for hire.

### 5. **Intentional Acts or Neglect**

- a. Intentional acts committed by you or at your direction or with your knowledge; or
- b. Your neglect to use all reasonable means to save and preserve property from further damage at and after the time of loss.

### 6. **Nuclear Activity**

- a. Any weapon employing atomic fission, atomic fusion or radioactive force; or
- b. Nuclear reaction, nuclear radiation, or radioactive contamination. However, if fire results, then we will pay for the resulting loss to **exhibition property**, but only if such loss would otherwise be covered under this Coverage Form.

### 7. **War**

- a. War (declared or undeclared);
- b. Warlike action by a military force, including anything done to hinder or defend against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Invasion or insurrection, rebellion, revolution or civil war, seizure of power, or anything done to hinder or defend against these actions.

## V. **Loss Conditions**

### A. **Abandonment**

There can be no abandonment of any property to us.

### B. **Appraisal**

1. If we and you disagree on the value of the property, the amount of business income loss if applicable, or other amount of loss, then either party may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, then either party may request that selection be made by a judge of a court having jurisdiction. Any umpire that is selected must have demonstrated prior experience in valuing the type of loss that is at issue. The appraisers will state separately the applicable value of such property, or the amount of such loss. If they fail to agree, they shall submit their differences to the umpire. A decision agreed to by any two of the appraisers and the umpire will be binding. Each party will:
  - a. Pay its chosen appraiser; and
  - b. Bear the other expenses of the appraisal and umpire equally.
2. If there is an appraisal, we retain our right to deny the claim.

### C. **Concealment or Misrepresentation**

This Policy is void in any case of fraud by you. It is also void if you, at any time, intentionally conceal or misrepresent a material fact:

1. Concerning this Policy;
2. Property insured by this Policy;
3. Your interest in such property, or
4. A claim under this Policy.

#### D. Duties in the Event of Loss or Damage

1. In the event of covered loss or damage you must see that the following are done:
  - a. Notify the police if a law may have been broken.
  - b. Give us prompt notice of the loss or damage, including a description of the loss and property involved.
  - c. As soon as possible, provide us with a description of how, when and where the loss or damage occurred.
  - d. Take all reasonable steps to protect covered property from further damage, and, if feasible, set the damaged property aside and in the best possible order for examination. We will not pay for any subsequent loss or damage that is caused by or results from your failure to take such steps.
  - e. Keep a record of your necessary expenses that you incurred:
    - (1) To protect covered property from further damage; and
    - (2) For emergency and temporary repairs;
 for consideration in the settlement of the claim. This will not increase the Limit of Insurance.
  - f. At our request, give us a complete inventory of the damaged and undamaged property, including quantities, costs, values, and amount of loss claimed.
  - g. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
  - h. As often as may be reasonably be required, permit us to:
    - (1) Inspect your property in order to evaluate the loss or damage;
    - (2) Take samples of damaged and undamaged property for inspection, testing and analysis; and
    - (3) Examine and make copies of your books and records.
  - i. Send us a signed, sworn statement of loss containing the information we request to investigate the claim. We will supply the necessary forms. You must complete such forms within 90 consecutive calendar days of our request.
  - j. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
  - k. Cooperate with us in the investigation or settlement of the claim.
2. We may examine under oath:
  - a. You, your partners, or members;
  - b. Your managers, officers, directors, trustees or employees (including leased employees); and
  - c. Your authorized representatives, or anyone to whom you entrust property for any purpose.

Our examination will take place without the presence of any other person (other than your legal counsel), and at such times as may reasonably be required, about any matter relating to this Coverage Form or a claim under this Coverage Form, including your books and records. In the event of an examination under oath, the person being examined must verify that their answers are accurately recorded.
3. The failure of any person, other than:
  - a. You, your partners, or member of your business;
  - b. A person employed by your business as a manager, officer, director or member of your management staff; or
  - c. A trustee or other person with legal authority over your business;

to notify us of any loss or damage that may be covered under this coverage form, shall not invalidate the insurance afforded by this coverage form.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the covered property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property.

4. We will not pay the owners more than their financial interest in the covered property.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.
7. If we recover any part of a loss from another party, after we deduct the expenses of making the recovery, we will share the recovery with you. Your share will be the proportion that your share of the loss bears to the total amount of the loss.

#### F. Method of Valuation

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

Unless otherwise stated in the Evidence of Insurance, the most we will pay will be the lesser of the following:

1. The cost of reasonably restoring the **exhibition property** to its condition immediately before loss or damage;
2. The **replacement cost** of the **exhibition property**;
3. The amount for which you are legally liable; or
4. The applicable Limit of Insurance shown in the Evidence of Insurance.

We will not pay on a **replacement cost** basis until you actually repair or replace the lost or damaged property. The repair or replacement of damaged property must be made as soon as reasonably possible, but in no event later than one year after the date you sustained covered loss or damage.

Until the lost or damaged property is actually repaired or replaced, we will only pay the value of such property on an **actual cash value** basis as of the time of the loss or damage.

#### G. Other Insurance

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

#### H. Pairs, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

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

#### I. Recovered Property

1. If either you or we recover any property after loss settlement, that party must give the other prompt notice.
  - a. If we find the property, at your option, the property will be returned to you.
  - b. If you find the property, you must return the property to us, or notify us that you wish to retain such property.

If the recovered property is returned to or retained by you then you must return to us the amount of the claim we paid to you for the property.

2. Subject to the applicable Limit of Insurance described in the Evidence of Insurance:
  - a. We will pay recovery expenses and the expenses to repair the recovered property; and

- b. If the recovered property is damaged and we agree that it cannot be restored, but you wish to keep the damaged property, then you will pay us the property's **fair market value** immediately after the recovery, but not more than the amount we paid you for the property.

## VI. General Conditions

### A. Coinsurance

You are required to carry Limits of insurance equal to the actual **exhibition expense** or value of the **exhibition property** covered under this Policy. If the Limit of Insurance stated in the applicable Evidence of Insurance is less than this amount, then payment under the applicable coverage will be proportionately reduced.

### B. Conformity to Statute

Terms of this Coverage Form which are in conflict with the statutes of the state where such Policy is issued are amended to conform to such statutes.

### C. Due Diligence

You:

1. Shall at all times take actions necessary to avoid or diminish a loss under this insurance, including where possible the postponement or relocation of the **exhibition**; and
2. Shall observe and fulfill the terms, warranties and conditions contained or endorsed to the Policy.

### D. Legal Action Against Us

No one may bring legal action against us under this Policy unless:

1. There has been full compliance with all of terms of this Policy; and
2. The legal action is brought within 1 year after the date upon which the:
  - a. Necessary **cancellation, abandonment, postponement, interruption, curtailment** or **relocation** of an **exhibition**; or
  - b. Direct physical loss or damage; occurred.

### E. Loss Payable

1. If any Loss Payee shown in the schedule of Loss Payees or listed as such on a Certificate of Insurance on file with us, is a creditor, whose interest in property covered by this Coverage Form is established by a written instrument and both you and such Loss Payee have an insurable interest in the lost or damaged property, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and each such Loss Payee, in their order of precedence, or as interests may appear.
2. Each such Loss Payee has the right to receive loss payment, even though:
  - a. We denied your claim because you failed to comply with the terms of this insurance; or
  - b. Such Loss Payee starts foreclosure or similar actions on property covered under this Coverage Form;If such Loss Payee pays any premium due at our request if you have failed to do so, submits a sworn proof of loss within 60 days after receiving notice from us of your failure to do so, and has notified us of any change in ownership, or substantial change in risk known to such Loss Payee.

### F. No Benefit to Bailee

No person or organization, other than you, having custody of **exhibition property** will benefit from this insurance.

### G. Subrogation

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

1. Prior to loss to the **exhibition property**;

2. After a loss to the **exhibition property** only if, at the time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm owned or controlled by you or that owns or controls you.

This will not restrict your insurance.

#### H. **Transfer of Your Rights and Duties Under this Policy**

1. 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.
2. If you die, then your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

### VII. **Definitions**

- A. **Abandonment** means the inability to complete the **exhibition** once commenced.
- B. **Actual cash value** means the cost to repair or replace covered property which has sustained loss or damage with other property:
  1. Of like kind, quality, usefulness, size, and capacity, as that with which it was originally constructed; and
  2. Used for the same occupancy and purpose
- C. **Cancellation** means the inability to proceed with the **exhibition** prior to commencement.
- D. **Civil or Military Authority** means any government, sovereign, or municipal entity duly empowered to act by and within the applicable coverage territory. Civil or military authority does not include de facto military forces.
- E. **Communicable disease incident** means any outbreak, epidemic or pandemic named by the World Health Organization, the Center for Disease Control or **public authority** either in writing or in any other form of media including but not limited to Severe Acute Respiratory Syndrome coronavirus 2 (SARS-CoV-2), COVID-19 or any other disease, virus or bacteria that leads to any of the following:
  1. The imposition of a shutdown of the insured event; or
  2. The quarantine or restriction in movement of people or animals.
- F. **Computer program** means **data** used to direct the computer equipment, including diagrams or other records which can be used to reproduce programs.
- G. **Computer system** means any computer, hardware, **software**, **computer program**, communications system, electronic device (including, but not limited to, camera, editing system, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, **data storage device**, networking equipment or back-up facility owned or operated by the Insured or any third party.
- H. **Covered territory** means anywhere in the world, except where we are legally prohibited from providing coverage.
- I. **Curtailment** means the unavoidable partial closure of the **exhibition**.
- J. **Cyber act** means any single or series of unauthorized malicious or criminal related acts involving access to, processing of, use of or operation of any **computer system** that:
  1. Results in damage to, loss, destruction, corruption, alteration of any **computer system, media, or data**;
  2. Results in the theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal or loss of operational control of **data or media**;
  3. Causes failure or interruption to any:
    - a. Third-party infrastructure or service provider, including but not limited to telecommunications, internet service, satellite, cable, electricity, gas, water or other utility service provider; or
    - b. Transportation or traffic control system, including but not limited to air-traffic control, road, rail, subway and shipping;
  4. Results in action of any civil or public authority that revokes your permit or permission to use or film at a location; or
  5. Results in a **cyber event**.

K. **Cyber event** means:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of personal information in any form; or
2. Loss, theft or unauthorized disclosure of personal or confidential information that is processed or stored in your **computer system**. Personal or confidential information that is lawfully available in the public domain or to the general public is not a **cyber event** unless such publicly available information has become uniquely identifiable through collection and/or processing.

L. **Cyber incident** means:

1. Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
2. Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

However, **cyber incident** does not include **cyber event**.

M. **Data** means facts, concepts, or instructions that are converted to a form usable in your data processing operations, including **computer programs**.

N. **Data storage device** means any storage medium on which **media** or **data** is recorded or stored.

O. **Electronic equipment** means any item of property or equipment powered by electricity and which is portable either before or after being detached from another item or items of property.

P. **Employee** means any person who is hired by you or volunteers on your behalf to work at an **exhibition** for you.

Q. **Exhibition expense** means expenses directly incurred by you in connection with an **exhibition** including, but not limited to:

1. Advertising, printing, stationery;
2. Insurance premiums;
3. Charges for space, services and stand rental;
4. Transportation charges;
5. The cost of designing, building, installing and removing stands or displays;
6. Exhibits; or
7. Deposits and payments for accommodation and travel.

R. **Exhibition property**:

1. Means any property belonging to you or in your care, custody or control including, but not limited to, exhibits, exhibition stands and ancillary equipment, **electronic equipment**, display materials, furniture, fixture and fittings, office equipment, stationery and promotional literature brought to the **venue** for the purposes of an **exhibition**. This also includes clothing and personal effects (not otherwise insured) of yours, your employees and authorized representatives while they are in attendance at an **exhibition**.
2. Does not include any of the following:
  - a. Aircraft, satellites, and spacecraft;
  - b. Accounts; bills; currency, numismatic properties or money; food stamps; notes; securities; stamps; deeds; evidences of debt; letters of credit; credit cards; passports; transportation admission or other tickets;
  - c. Any type of animal, insect or marine life;
  - d. Antiques and fine art;
  - e. Buildings or their improvements and betterments;
  - f. Contraband, or property in the course of illegal transportation or trade;
  - g. Live plants, lawns, trees, sidewalks or landscape;
  - h. Motor vehicles, trailers or other conveyances;
  - i. Negative film, videotape, tapes, sound tracks, or art work;
  - j. Valuable papers and records, meaning inscribed, printed or written documents, manuscripts or records,

including abstracts, books, deeds, drawings, maps or mortgages; and

k. Watercraft.

- S. **Exhibition expense** means necessary and unavoidable expenses directly incurred by you in connection with an **exhibition** including, but not limited to, advertising, printing, stationery, charges for space and services, stand rental, transport charges, the cost of designing, building, installing and removing stands and/or displays, their fittings, exhibits, deposits, travel and accommodations.
- T. **Fair market value** means the price that a willing buyer would pay to a willing seller in an open market if the property had been offered for sale on the date of the loss.
- U. **Interruption** means the period of time beginning when the Insured is unable to keep open the **exhibition** after opening, and ending on the reopening of such **exhibition**.
- V. **Material fact** means any fact which we conclude, in our sole discretion, is necessary for the determination of:
1. The acceptability of the risk or any subsequent amendment;
  2. The premium; or
  3. The application of any additional terms, conditions, exclusions, warranties or limitations.
- W. **Media** means:
1. Digital information recorded or stored on a **storage device**;
  2. Videotape stock, raw film stock, recorded videotape, exposed motion picture film (developed or undeveloped);
  3. Interpositives, positives, work prints, cutting copies, fine grain prints, transparencies, cels, art work (used to create animated images);
  4. Sound recordings; and
  5. **Software** and related materials used to generate computer images and **computer programs**.
- X. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, and waste. Waste includes material to be recycled, reconditioned, or reclaimed.
- Y. **Postponement** means the unavoidable rescheduling of the **exhibition** to another time.
- Z. **Public authority** means any military, federal, provincial or local government or agency having jurisdiction over your operations relative to health, safety and hygiene standards necessary for the protection of the public and/or persons.
- AA. **Relocation** means the unavoidable removal of the **exhibition** to another **venue**.
- BB. **Software** means any combination of **data**, **media** or **computer programs**.
- CC. **Terrorism** means an unlawful act or series of acts, including but not limited to the use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological or similar purpose, including the intention to influence any government or to put the public, or any section of the public in fear.

# GENERAL LIABILITY

SAMPLE POLICY

## **Silica Particles Exclusion - 145917 06 04**

Policy Amendment

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage**  
**Liquor Liability Coverage**  
**Owners and Contractors Protective Liability Coverage**  
**Pollution Liability Coverage**  
**Products/Completed Operations Liability Coverage**  
**Railroad Protective Liability Coverage**  
**Underground Storage Tank Liability Coverage**  
**Farm Liability Coverage**  
**American Business Coverage (Section II)**  
**Garage Coverage (Section II)**

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, "Silica".

As used in this exclusion, the term "Silica" includes, but is not limited to, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica byproducts, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.

SAMPLE POLICY

## GENERAL LIABILITY COVERAGE SECTION – DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific **location(s)** as displayed on the Common Policy Declarations. If the word **"ALL"** is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

**Audit Period**  
**Non-Auditable**

### Commercial General Liability Coverage Form (CG 00 01 04 13)

Coverage Description	Limits of Insurance
Commercial General Liability Coverage Part	
General Aggregate Limit (Other than Products – Completed Operations)	\$ 2,000,000
Products-Completed Operations Aggregate Limit	Excluded
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage To Premises Rented To You Limit-Any One Premises	\$ 100,000
Medical Expense Limit- Any One Person	Excluded

### Classification(s)

Location(s)	Coverage(s)	Class Code(s)	Classification Description(s)	Basis of Premium	Exposure
1	Premises/Operations (Products Included)	81061	Special Events - Individual or Multiple Annual Events (per Event)	Event	1

## Endorsements

### Exclusion-Coverage C-Medical Payments (CG 21 35 10 01)

Description And Location Of Premises Or Classification
All

### Fungi or Bacteria Exclusion (CG 72 77 04 08)

Specified Location (If Applicable)
All

### Activities Exclusion - Promoter and Live Events (ENTGL 005 01 19)

Activities Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)
A. Throwing Objects Exclusion
B. Stage Diving / Crowd Surfing Exclusion
C. Moshing Exclusion

### Animal Exclusion (ENTGL 015 01 19)

Animals Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)
A. Animal Exclusion

### Exclusion - Designated Operations or Activities (ENTGL 025 01 19)

Description of Designated Operations or Activities
<ol style="list-style-type: none"> <li>1. Exhibitions that have the following principle focus:               <ol style="list-style-type: none"> <li>a. Adult Entertainment Industry/Pornography</li> <li>b. Alcoholic Beverages or Products</li> <li>c. Tobacco and Cannabis</li> <li>d. Weaponry and Hunting Products</li> </ol> </li> <li>2. Sales, Rental or Use of:               <ol style="list-style-type: none"> <li>a. Amusement Park Devices</li> <li>b. Go-Cart</li> <li>c. Inflatable Attractions</li> <li>d. Luge</li> <li>e. Mechanical Bulls</li> <li>f. Any temporary or permanent bridge or similar structure used by spectators or to transport spectators, if such bridge or similar structure is not controlled by or was not constructed by you.</li> <li>g. Sky Coaster and Roller Coaster</li> <li>h. Trampolines</li> <li>i. Waterslides</li> <li>j. Zip Lines</li> </ol> </li> <li>3. Bungee Jumping</li> <li>4. Haunted Houses</li> <li>5. Hay Rides</li> <li>6. Hot Air Balloon Rides</li> <li>7. Parachuting, Parasailing &amp; Hang Gliding</li> <li>8. Rides and Games</li> <li>9. Rodeos</li> <li>10. Skateboarding</li> <li>11. Snowboarding / Skiing</li> <li>12. Tobogganing</li> </ol>

**Limitation of Coverage to Designated Operations or Activities (ENTGL 035 01 19)**

Designated Operations or Activities

All **exhibitions** declared and approved by Company prior to commencement. Subject to additional terms and conditions.

SAMPLE POLICY

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

## **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

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

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

### **SECTION I – COVERAGES**

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

##### **1. Insuring Agreement**

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

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

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

- b. This insurance applies to “bodily injury” and “property damage” only if:
- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”;
  - (2) The “bodily injury” or “property damage” occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change or resumption of that “bodily injury” or “property damage” after the end of the policy period.
- d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
  - (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.
- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

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

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

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

**e. Employer's Liability**

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury. This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

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

- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

#### **g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### **h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

“Property damage” to:

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

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**m. Damage To Impaired Property Or Property Not Physically Injured**

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

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

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

**n. Recall Of Products, Work Or Impaired Property**

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

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

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

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

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

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

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. **Knowing Violation Of Rights Of Another**

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

### b. **Material Published With Knowledge Of Falsity**

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

### c. **Material Published Prior To Policy Period**

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

### d. **Criminal Acts**

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

### e. **Contractual Liability**

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

### f. **Breach Of Contract**

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

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

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

### h. **Wrong Description Of Prices**

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

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

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

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

### j. **Insureds In Media And Internet Type Businesses**

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

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

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

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

### k. **Electronic Chatrooms Or Bulletin Boards**

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

**I. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

**COVERAGE C – MEDICAL PAYMENTS**

**1. Insuring Agreement**

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

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

provided that:

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

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

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

## 2. Exclusions

We will not pay expenses for “bodily injury”:

### a. Any Insured

To any insured, except “volunteer workers”.

### b. Hired Person

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

### c. Injury On Normally Occupied Premises

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

### d. Workers' Compensation And Similar Laws

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

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the “products-completed operations hazard”.

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

These payments will not reduce the limits of insurance.

2. If we defend an insured against a “suit” and an indemnitee of the insured is also named as a party to the “suit”, we will defend that indemnitee if all of the following conditions are met:
  - a. The “suit” against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
  - b. This insurance applies to such liability assumed by the insured;

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

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

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

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” or “volunteer workers” are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### SECTION III – LIMITS OF INSURANCE

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

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

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

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

a. You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the “occurrence” or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

b. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

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

a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or

**b.** To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

#### **4. Other Insurance**

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

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

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

##### **b. Excess Insurance**

(1) This insurance is excess over:

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

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

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

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

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

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

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

##### **c. Method Of Sharing**

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

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

## 5. Premium Audit

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

## 6. Representations

By accepting this policy, you agree:

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

## 7. Separation Of Insureds

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

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

## 8. Transfer Of Rights Of Recovery Against Others To Us

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

## 9. When We Do Not Renew

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

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

## SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.  
However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

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

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

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

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

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

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

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

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
16. "Products-completed operations hazard":
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  - b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
    - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, electronic data is not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- 20.** “Volunteer worker” means a person who is not your “employee”, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21.** “Your product”:
- a.** Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your product”; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22.** “Your work”:
- a.** Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and
    - (2) The providing of or failure to provide warnings or instructions.



**POLICY NUMBER:**

**COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07**

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

**EMPLOYMENT – RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to:

“Bodily injury” to:

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

This exclusion applies:

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

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

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person’s employment; or
  - (c) Employment-related practices, policies
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

## Complete Lead Poisoning and Lead Contamination Exclusion CG 70 92 03 19

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption or transmission of or exposure to **lead**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advise given or which should have been given in connection with **lead**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or **assessing** the effects of **lead**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving, **lead**.

As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

- (1) Pure;
- (2) Contained in, or on, or incorporated into, products, goods or materials;
- (3) Solid, liquid, gaseous or in flumes; or
- (4) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **Bodily Injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

## Complete Asbestos Exclusion - CG 70 93 12 92

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

- (1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos**;
- (2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **asbestos**;
- (3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or
- (4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

- (1) A fiber, particle, or dust;
- (2) Contained in, or on, or incorporated into, products, goods or materials; or
- (3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.

## **Exclusion - Intellectual Property - CG 71 59 10 01**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage**

The policy does not apply to any liability arising out of any actual or alleged infringement, disparagement, defamation, violation, misappropriation, or unfair usage of any form of intellectual property, including but not limited to:

- A. Copyright, slogan or title;
- B. Patent;
- C. Trademark, service mark, collective mark, or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;
- D. Trade secret;
- E. Trade dress including without limitation, any shape, color, design or appearance used to distinguish the origin of a good, product or service;
- F. False designation of the origin of a good, product or service;
- G. Advertising ideas, concepts, campaigns, or style of doing business; or
- H. Any other intellectual property rights recognized or implied by law.

SAMPLE POLICY

## Fungi or Bacteria Exclusion - CG 72 77 04 08

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### Schedule

#### Specified Location (If Applicable)

Information required to complete this schedule, if not shown above, will be shown in the declarations.

With respect to the location(s) shown in the above Schedule, the Commercial General Liability Coverage Part is amended as follows.

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

2. Exclusions

This insurance does not apply to:

**Fungi or Bacteria**

- a. **Bodily injury or property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

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

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

2. Exclusions

This insurance does not apply to:

**Fungi or Bacteria**

- a. **Personal and advertising injury** which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

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

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

All other terms and conditions of the policy remain unchanged.

SAMPLE POLICY

## Emergency First Aid Endorsement- CG 72 86 12 08

Policy Amendment(s) Commercial General Liability Coverage Form

An **employee** at work on the Named Insured's premises will be construed to be acting within the course and scope of their employment while performing emergency first aid upon another person. If that other person is a co-employee, Exclusion E., Employer's Liability, will not apply.

A **volunteer worker** performing duties related to the conduct of your business on the Named Insured's premises will be construed to be acting within the course and scope of such duties while performing emergency first aid upon another person.

The coverage provided by this endorsement will not apply if the **employee** or **volunteer worker** is a medical professional.

All other terms and conditions remain unchanged.

SAMPLE POLICY

**Cross Suits Exclusion (Any Insured) - CG 72 94 01 12**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

The insurance provided by this policy does not apply to any liability arising out of any claim or **suit** by any insured against any other insured.

All other terms and conditions of the policy remain unchanged.

SAMPLE POLICY

## Exclusion - Unmanned Aircraft - CG 73 04 06 15

Policy Amendment(s) Commercial General Liability

### Commercial General Liability Coverage Part

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

2. Exclusions

This insurance does not apply to:

- g. Aircraft, Auto Or Watercraft

**Unmanned Aircraft**

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

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

**Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

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

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

This Aircraft (Other Than **Unmanned Aircraft**), **Auto** or Watercraft exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **Bodily injury or property damage** arising out of:
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of **mobile equipment**.

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

2. Exclusions

This insurance does not apply to:

**Unmanned Aircraft**

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

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

This exclusion does not apply to:

- a. The use of another's advertising idea in your **advertisement**; or
- b. Infringing upon another's copyright, trade dress or slogan in your **advertisement**.

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

**Unmanned aircraft** means an aircraft that is not:

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

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

SAMPLE POLICY

## Field of Entertainment Exclusion - ENTGL 000 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### I. Exclusion

The following is added paragraph **2. Exclusions** of **Section I - Coverage B - Personal and Advertising Injury Liability**:

This policy does not apply to **personal and advertising injury** arising directly or indirectly out of:

- A. The **media content** of, or creation, advertisement, publication, distribution, exhibition or use, by you or any other person or organization of **entertainment products**;
- B. The words or conduct of any person, guest, player or performer in any live or recorded event, including but not limited to, any:
  1. Show;
  2. Theatrical or non-theatrical performance;
  3. Motion picture, television, audio or video production;
  4. Computer online service, including social media;
  5. Internet or web content;
  6. Exhibition; or
  7. Media interview;

This exclusion does not apply to the offenses identified in paragraphs a. and c. in the definition of **personal and advertising injury**.

#### II. New Definitions

As used in this endorsement, the following definitions are added to **Section V - Definitions**:

- A. **Entertainment products** are defined as any and all programs, productions, performances, films, television programs, recordings, exhibitions, publications, materials and media of any kind, type, or form and in any stage of completion, including, but not limited to:
  1. Motion pictures;
  2. Documentary, industrial, commercial, educational or training films;
  3. Television programs;
  4. Webisodes and other such programs streamed over the internet;
  5. Radio programs;
  6. Theatrical stage plays;
  7. Concerts;
  8. Scripts, manuscripts, books and articles;
  9. Audio, video or digital tapes and recordings of any kind or form;
  10. Sheet music and lyrics;
  11. Music and musical recordings of any type or form;

B. **Media content** means the substance of any communication of any kind whatsoever within **entertainment products** or advertising, regardless of the nature or form of such **media content** or the medium by which such **media content** is communicated, including but not limited to language, written word, data, film, digitized content, facts, music, photographs, images, advertisements, artistic expression, or visual or graphic materials.

II. All other terms and conditions remain unchanged.

SAMPLE POLICY

## Abuse or Molestation Exclusion - ENTGL 001 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### I. Exclusion

The insurance provided by this policy does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of, or in any way related to:

- A. Any actual, threatened or alleged:
    - 1. Sexual abuse, sexual assault, sexual molestation, sexual harassment, sexual exploitation or sexual misconduct;
    - 2. Physical abuse;
    - 3. Mental abuse, intimidation or harassment; or
    - 4. Molestation.
  - B. Any actual or alleged failure to:
    - 1. Prevent or deter any of the above; or
    - 2. Report any of the above to the proper authorities or provide or disclose pertinent information to such authorities.
  - C. Any actual or alleged negligent hiring or supervising of any person(s) who actually or allegedly caused or contributed in any manner to any of the above, including but not limited to negligence in connection with reference check(s), background investigation(s), or failure to suspend or terminate any such person(s).
- II. All other terms and conditions remain unchanged.

## Activities Exclusion - Promoter and Live Events - ENTGL 005 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

### SCHEDULE

ACTIVITIES EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)

(Information required to complete this form, if not shown above, will be shown in the Declarations)

#### I. Exclusions

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

##### A. Throwing Objects Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of throwing, kicking, or projecting any object by:

1. An insured;
2. Your agents;
3. Any performer or artist performing at your event or concert contracted by you; or
4. Anyone else contracted or expressly or impliedly authorized by you to participate; during a performance or rehearsal.

##### B. Stage Diving / Crowd Surfing Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any performer or audience member:

1. Throwing themselves or another person into the audience; or
2. Placing themselves or another person directly above an audience; during a performance or rehearsal.

##### C. Moshing Exclusion

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any style of dance in which participants push or slam into each other.

However, the above exclusions apply only if you have organized, contracted for, endorsed, encouraged or sanctioned such activity.

II. All other terms and conditions remain unchanged.

## Animal Exclusion - ENTGL 015 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

### SCHEDULE

**ANIMALS EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)**

(Information required to complete this form, if not shown above, will be shown in the Declarations)

#### I. Exclusions

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

##### A. Animals Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of an animal or animals.

##### B. Horse Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of a horse or horses.

##### C. Specified Animal Exclusion

This insurance does not apply to **bodily injury** or **property damage** arising directly or indirectly out of an animal or animals specified in the Schedule above.

II. All other terms and conditions remain unchanged.

## Errors and Omissions Exclusion - ENTGL 023 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

### Commercial General Liability Coverage Part

#### I. Exclusion

This insurance provided by this policy does not extend to any claim or **suit** arising directly or indirectly out of or in any way related to any liability for errors and omissions, including but not limited to:

- A. Radio, television and motion picture producers' errors and omissions liability;
- B. Advertisers' errors and omissions liability;
- C. Broadcasters' errors and omissions liability;
- D. Publishers' errors and omissions liability;
- E. Loss arising from any publication or literature including any musical material conducted or composed, by or on behalf of the named insured; or
- F. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

II. All other terms and conditions remain unchanged.

SAMPLE POLICY

## Exclusion – Designated Operations or Activities – ENTGL 025 01 19

Policy Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

### SCHEDULE

Description of Designated Operations or Activities

Specified Location (If Applicable)

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

#### I. Exclusion

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

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of the operations and/or activities described in the Schedule of this endorsement, regardless of whether such operations or activities are conducted by you or on your behalf, for you or for others.

If a specific **location** is designated in the Schedule of this endorsement, this exclusion applies only to the described operations or activities conducted at that **location**. If no **location** is specified in the Schedule, this exclusion applies regardless of where such operations or activities are conducted.

#### II. New Definition

**Location** means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

III. All other terms and conditions of the policy remain unchanged.

**Exclusion - Motorized Events - ENTGL 026 01 19**

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**I. Exclusion**

The insurance provided by this policy does not extend to any motorized events.

II. All other terms and conditions remain unchanged.

SAMPLE POLICY

## Exclusion - Pyrotechnics and Explosives - ENTGL 027 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

### **Commercial General Liability Coverage Part**

#### **I. Exclusion**

This insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising directly or indirectly out of fireworks, pyrotechnic devices, or any explosive materials.

II. All other terms and conditions remain unchanged.

SAMPLE POLICY

## Limitation of Coverage to Designated Operations or Activities ENTGL 035 01 19

Policy Amendment(s) Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Operations or Activities

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

#### I. Limitation

The insurance afforded by this policy extends solely to the Designated Operations or Activities stated in the Schedule above.

II. All other terms and conditions of the policy remain unchanged.

## Exclusion - Cyber Event - ENTIL 004 01 19

Policy Amendment

**Commercial General Liability Coverage Part**

**Umbrella Coverage Part**

**Excess Liability Coverage Part**

### I. Exclusion

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event**.

### II. New Definition

A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system**;
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system**; and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

III. All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

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

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

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

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

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

“Personal and advertising injury” arising out of the actual or alleged transmission of a communicable disease. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

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

#### **About Allianz**

Your insurance company is part of the Allianz Group – an organization with a 125-year history of partnering with clients and delivering exceptional insurance products around the world.

Allianz is the world's largest property & casualty insurance company by revenue and has one of the strongest financial ratings of the leading global property & casualty insurers. The strength of its financial ratings and quality of its people make Allianz the insurer of choice for thousands of mid-size businesses and the majority of Global Fortune 500<sup>®</sup> companies.

Allianz is also ranked "one of the world's most admired companies" by Fortune and "one of the top 100 global brands" by Interbrand.