

Insurance Policy Wording for

EXHIBITORS

The Insured and/or a **Participating Exhibitor** having made to the **Insurers** a proposal which has been relied upon to determine the terms and Conditions and having paid or agreed to pay the Premium the **Insurers** will, subject to the Conditions, Exclusions, terms and limitations contained herein and endorsed hereon, indemnify the Insured and/or a **Participating Exhibitor** under the terms of this insurance in respect of losses occurring during the Period of Insurance.

This Wording and its Endorsement(s), Certificate(s) and Schedule(s) should be read together as one document and any word or expression to which specific meaning has been given in any part of this Wording shall bear the same meaning wherever it may appear. Words in the masculine gender shall also include the feminine.

Please read the full Wording to ensure that it has been prepared correctly to meet with your requirements.

DEFINITIONS

*(Words in **bold type** carry the following meaning wherever they appear herein)*

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

Exhibition means any **Exhibition** included in the Event Schedule forming part of this insurance and any repeat of such **Exhibition** scheduled to take place within the following calendar year of the open date thereof but only in respect of any claim arising under Section 1 – Exhibitor Expenses of this insurance during the Period of Insurance applicable to this insurance.

Exhibitor Expenses means expenses directly incurred by a **Participating Exhibitor** in connection with an **Exhibition** including, but not limited to, advertising, printing, stationery, insurance premiums, charges for space and services, hire of stand, transport charges, the cost of designing, building, installing and removing stands and/or displays, their fittings, exhibits, deposits and payments in respect of accommodation and travel

Exhibitor Property means any property belonging to or in the care, custody or control of a **Participating Exhibitor** including, but not limited to, exhibits, exhibition stands and ancillary equipment, **Electronic Equipment**, display materials, furniture, fixtures and fittings, office equipment, stationery and promotional literature all brought to the **Venue** for the purposes of an **Exhibition**. This also includes clothing and personal effects (not otherwise insured) of principals, employees and authorised representatives of a **Participating Exhibitor** whilst in attendance at the **Exhibition**

Exhibitor Contract means any legally binding lease or contract for hire, or similar agreement, to provide services and space at an **Exhibition** or similar event organised by the Insured

Insurers means those named in the Certificates and/or Schedule forming part of this insurance

Participating Exhibitor means any person, partnership, firm, company or organisation that hires and/or occupies an exhibition stand or space at an **Exhibition** declared to and accepted by the Insurers

Participating Exhibitor's Employee means any person who is under a contract of service or apprenticeship with the **Participating Exhibitor** including any labour-only sub-contractors, casual labour, self-employed persons, voluntary workers or persons engaged in work experience engaged by the **Participating Exhibitor** in connection with an **Exhibition**

Period of Insurance means the period of the **Exhibition** stated in the Certificates and/or Schedule forming part of this insurance plus the contracted times for build-up and break-down at the **Venue** and the times for transporting **Exhibitor Property** directly to and from the **Venue** and, in respect of **Exhibitor Expenses** only, for the period commencing with the Inception Date stated in the said Certificates and/or Schedule

Products Supplied means any goods or products (including labelling instructions or advice provided in connection therewith) sold, supplied, sampled, erected, repaired, altered, treated, or installed by the **Participating Exhibitor** in the course of an **Exhibition**

Proposal means any completed, signed proposal form and/or declaration and/or any other information supplied by or on behalf of the Insured and/or **Participating Exhibitor** in connection with this insurance

Territorial Limits means anywhere in the world

Venue means the location or situation at which the **Exhibition** takes place

Section 1 - EXHIBITOR EXPENSES

The **Insurers** will indemnify the **Participating Exhibitor** up to the Limit of Indemnity stated in the Certificates and/or Schedule for loss of irrecoverable **Exhibitor Expenses** sustained as a result of

- 1 the cancellation, abandonment, curtailment (in whole or in part), or postponement or removal to alternative premises of an **Exhibition**
- 2 the inability of the **Participating Exhibitor** to open or keep open his exhibition stand or space due to
 - (a) damage to
 - (i) **Exhibition Property** while in transit to and from the **Venue**
 - (ii) **Exhibition Property** while at the **Venue**
 - (iii) the **Venue** for an **Exhibition**
 - (b) the late or non-arrival of exhibits or their arrival in a condition making such property unsuitable for exhibiting
 - (c) the non-arrival of a **Participating Exhibitor's Employee**, or appointed representative, intended to work on their behalf at an **Exhibition**, as a result of death, **Injury** or accidental causes
- 3 the Insured and/or **Participating Exhibitor's** failure to vacate that **Venue** at the termination of the contracted tenancy period, thereby becoming liable for damages, costs or compensation under a contract entered into by them with the owners or management of the **Venue**
- 4 additional costs and expenses necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a claim over and above those budgeted to be incurred in connection with an **Exhibition**, such costs being agreed by **Insurers**

Necessarily and unavoidably occurring during the Period of Insurance solely and directly as a result of any cause beyond the control of the Insured and/or **Participating Exhibitor** and not otherwise excluded herein

It is a condition precedent to the liability of Insurers under paragraph 2 above that the **Participating Exhibitor** shall have made all reasonable and necessary arrangements for

- (a) the safe transportation and custom's clearance of all exhibits and allowed reasonable time for delivery to the **Venue**
- (b) such **Participating Exhibitor's Employee**, or appointed representative, to attend an **Exhibition**

If at the commencement of any loss giving rise to a claim under this Section the Limit of Indemnity stated in the Certificates and/or Schedule is less than the actual total of **Exhibitor Expenses** at risk the payment to the **Participating Exhibitor** shall be proportionately reduced.

EXCLUSIONS

This insurance does not cover any loss directly or indirectly caused by or arising from or contributed to

- 1 financial causes, which shall include but not be limited to
 - (a) the financial failure of an **Exhibition**
 - (b) the lack of or inadequate receipts sales or profits arising from an **Exhibition**
 - (c) variations in the rate of exchange, rate of interest or stability of any currency
 - (d) the financial default, insolvency or inability of any party
- 2 lack of support, which shall include but not be limited to
 - (a) the voluntary decision of the **Participating Exhibitor** to withdraw from exhibiting
 - (b) the lack of or inadequate response of public admissions or trade visitors, other exhibitors, sponsors or financial supporters
 - (c) the non-appearance of any individual, speaker, or VIP guest upon whom an **Exhibition** is dependent
- 3 by National Mourning or Court Mourning except where the date of death or the date of the funeral coincides with the open dates of an **Exhibition**
- 4 or in consequence of any Communicable Disease not already specified herein

This insurance also excludes any claim arising from any fear or threat (whether actual or perceived) of such Communicable Disease directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any outbreak of such Communicable Disease.

If the **Insurers** allege that by reason of this Exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured and/or **Participating Exhibitor**

Section 2 – EXHIBITOR PROPERTY

The **Insurers** will indemnify the **Participating Exhibitor** for physical loss of or damage to **Exhibitor Property** during the **Period of Insurance** anywhere within the **Territorial Limits** up to but not exceeding the Limits of Indemnity stated in the Certificates and/or Schedule.

If at the commencement of any loss giving rise to a claim under this Section any of the Limits of Indemnity specified in the Certificate and/or Schedule are less than the actual value of the **Exhibitor Property** at risk the payment to the **Participating Exhibitor** shall be proportionately reduced.

EXCLUSIONS

In addition to the General Exclusions the **Insurers** shall not be liable for any loss in respect of:

- 1 the first amount of each and every loss stated under Excess in the Certificates and/or Schedule
- 2 any cost beyond that of the materials and labour in reinstating any document or item of special value
- 3 **Damage to Exhibition Property** in or on
 - (a) any vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, when left unattended unless fully secured at all points of access, including the full use of any security devices in situ
 - (b) any vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, when left unattended for the night unless fully secured at all points of access, including the full use of any security devices in situ and either garaged in a building which is securely closed and locked or parked in a compound secured by locked gates or protected by a fully operational security alarm, immobiliser or the like
 - (c) any open vehicle owned or operated by the **Participating Exhibitor**, their **Employees** or agents, if caused by atmospheric or climatic conditions unless substantial vehicle sheets are utilised for protection
- 4 **Exhibition Property** comprising
 - (a) money of any description
 - (b) simultaneous translation equipment
 - (c) jewellery, clocks, watches and furs
 - (d) glass, china, marble, earthenware, scientific instruments, antiques, curios, sculptures, works of art, pictures, prints, drawings, engravings and any goods of a brittle nature unless endorsed herein to the contrary
- 5 specifically caused by or due to or arising from
 - (a) faulty or defective design or workmanship
 - (b) inherent vice or latent defect
 - (c) gradual deterioration wear tear or dilapidation
 - (d) mechanical or electrical breakdown or derangement BUT this Exclusion does not apply to other **Exhibitor Property** lost destroyed or damaged in consequence thereof PROVIDED THAT such loss or damage is not otherwise excluded from this insurance
 - (e) corrosion rust change in temperature dampness dryness contamination change in colour texture or finish
 - (f) vermin marring or scratching
 - (g) loss of market or loss of profits or consequential loss of any kind
 - (h) theft or attempt thereat in collusion with or by the Insured and/or **Participating Exhibitor** or any **Participating Exhibitor's Employee** or any other person to whom the **Exhibitor Property** is entrusted
 - (i) or arising from or in connection with any process of cleaning servicing maintenance adjustment or repair
 - (j) or directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
 - (k) confiscation or requisition by customs or other official authorities, or delay
- 6 **Damage to Exhibition Property** caused by or arising from atmospheric, climatic or weather conditions in respect of an **Exhibition** held in the open, or in any marquee or tent which is not a hard-sided, professionally erected temporary structure supplied by members of a recognised, relevant trade association (unless endorsed herein to the contrary)

CLAIMS CONDITIONS

- 1 It is a condition of the liability of the **Insurers** that the Insured and/or **Participating Exhibitor** must report an occurrence which may result in a claim being made under this insurance by the most urgent means available and thereafter confirm in writing with as much information as possible in accordance with the Claims Notification provision stated in the Certificate/Schedule as soon as possible and submit full details at the expense of the Insured and/or **Participating Exhibitor**
 - (a) immediately for incidents involving personal injury and any letter received from solicitors in connection with an incident or alleged incident should be forwarded immediately unanswered. The Insured and/or **Participating Exhibitor** must also create and maintain a First Aid report Accident Book entry Health & Safety documentation including RIDDOR report Names and Addresses of witnesses to the accident of any incident involving personal injury in case a claim is received
 - (b) within seven (7) days of the occurrence for claims involving riot civil commotion labour or political disturbances or malicious persons
 - (c) at the earliest possible opportunity after any other occurrence(s)

The Insured and/or **Participating Exhibitor** must report any incident of theft or malicious damage immediately either to the local police authority or to the security personnel on duty at the **Venue**
- 2 **The Insurers**
 - (a) may seek to enter a **Venue** where a claim has arisen and the Insured and/or **Participating Exhibitor** shall provide all reasonable assistance therewith
 - (b) shall have sole conduct and control of claims and may at their discretion take over the defence and settlement of any claim at any time in the name of the **Participating Exhibitor** or other persons entitled to indemnity under this insurance
 - (c) may take legal proceedings in the name of the **Participating Exhibitor** but for the benefit of the **Insurers** to recover any payments or costs or secure an indemnity from any other party
- 3 It is the duty of the Insured and/or **Participating Exhibitor** to take or to permit to be taken all available steps to mitigate or minimise any loss for which a claim is either made or intimated under this insurance.
- 4 At the request and expense of the **Insurers** the Insured and/or **Participating Exhibitor** must take, or permit to be taken, all necessary steps to enforce rights against any other party whether or not any payment has been made under this insurance
- 5 The **Participating Exhibitor** shall keep accurate records of all expenditure and liability incurred, supported by receipts, vouchers or other documents, and shall permit the **Insurers**, at all reasonable times, to have free access thereto and, in the event of a claim, shall give all information and explanations as the **Insurers** may reasonably require
- 6 No admission of liability or offer, promise or payment shall be made by the Insured and/or **Participating Exhibitor** without the consent of the **Insurers** and the **Insurers** shall be entitled to take over and conduct, in the name of the **Participating Exhibitor**, the defence or settlement of any claim, or to constitute or prosecute, in the name of the **Participating Exhibitor**, for their own benefit, any claim for indemnity or damages or otherwise, and shall have full discretion in the conduct of any proceedings or in the settlement of any claim, and the **Participating Exhibitor** shall give all such information and assistance as the **Insurers** may reasonably require
- 7 The cover provided by this insurance does not cover any loss which, at the time of the happening of such loss, is insured by or would, but for the existence of this insurance, be insured by any other policy or policies, except in respect of any excess beyond the amount which would have been payable under such policy or policies had this insurance not been effected
- 8 If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is, by this condition, to be referred to arbitration, the making of an award shall be condition precedent to any right of action against the **Insurers**
- 9 The **Insurers** may pay to the **Participating Exhibitor** the maximum payable under Section 3 (Exhibitor Liabilities) in respect of any occurrence or any lesser sum for which the claim, or claims, arising from such occurrence can be settled, and the **Insurers** shall not be under any further liability in respect of that occurrence, except for the payment of costs and expenses of litigation incurred prior to such payment.
- 10 In the event of a claim being made against the **Insurers** under this insurance
 - (a) the **Insurers** may, at any time, at their own expense, use all legal means, in the name of the **Participating Exhibitor** for the recovery of any **Exhibitor Property** damaged, and the **Participating Exhibitor** shall give all reasonable assistance for that purpose
 - (b) the **Insurers** shall be entitled to any **Exhibitor Property** for which a claim is paid hereunder and the **Participating Exhibitor** shall execute all such assignments and assurances of such **Exhibitor Property** as may be reasonably required, but the **Participating Exhibitor** shall not be entitled to abandon any **Exhibitor Property** to the **Insurers**

GENERAL CONDITIONS

It is a condition precedent to the liability of **Insurers** that the Insured and each **Participating Exhibitor**

It is a condition precedent to the liability of **Insurers** that the Insured and each **Participating Exhibitor**

- 1 shall observe and comply with all laws, regulations and requirements, whether National, State or local, of any country necessarily involved in the holding the of an **Exhibition**
- 2 shall have truthfully declared all essential, material information or knowledge concerning an **Exhibition** after having made all reasonable enquiries to establish such information or knowledge which could be likely to influence the **Insurers** in determining
 - (a) whether or not to accept the risk
 - (b) the amount of the premium
 - (c) any special Conditions, Exclusions, terms or limitations to be applied to this insurance
- 3 will at all times observe and comply with the Conditions, terms and Endorsements of this insurance
- 4 will, after having made reasonable enquiry, have no knowledge of any undisclosed matter, fact or circumstance which is likely to give rise to a claim under this insurance
- 5 shall
 - (a) take all reasonable precautions to prevent any claim and minimise the loss arising in connection with any claim
 - (b) comply with statutory and other obligations and regulations
 - (c) keep proper records and books of account and/or other records of all moneys actually or due to be expended in connection with an Exhibition and permit the Insurers at all reasonable times to have free access to such records and, in the event of a claim, give all information, explanations and assistance as the Insurers may require
- 6 as soon as possible advise the **Insurers** of any change of fact which may affect the risk covered by this insurance

It is a condition of the liability of the Insurers that

- 1 the Parties are free to choose the law applicable to this insurance but unless specifically agreed to the contrary this insurance shall be subject to ENGLISH LAW
- 2 there has been no misrepresentation or non-disclosure of any material fact to Insurers
- 3 this insurance will cease if the insurable interest of the Insured and/or a Participating Exhibitor in this insurance ceases except by will or operation of the law
- 4 the Participating Exhibitor shall not include the premium or any costs incurred in the preparation of a claim in any claim made under this insurance
- 5 the benefit of this insurance shall not be assigned by the Insured and/or a Participating Exhibitor in whole or in part without the written consent of the Insurers
- 6 there will be no cancellation by the Insurers of the cover provided by this insurance UNLESS there is a breach of policy conditions by the Insured and/or a Participating Exhibitor
- 7 the Insured and/or a Participating Exhibitor, at their own expense, shall take all reasonable precautions to prevent or diminish any damage, Injury or loss that may give rise to a claim under this insurance

GENERAL EXCLUSIONS

This insurance does not cover any claim directly or indirectly caused by or arising from or contributed to by

- 1 or in consequence of any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing either concurrently or in any other sequence to the loss

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

This Endorsement also excludes loss damage cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived)

If the **Insurers** allege that by reason of this Exclusion any loss damage cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured and/or **Participating Exhibitor**

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

- 2 or in consequence of
- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 3 or in consequence of actual threatened feared or perceived use of any biological chemical radioactive or nuclear agent material device or weapon
- 4 or in consequence of war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to Property by or under the order of any government or public or local authority
- 5 any fraudulent means used by the Insured and/or **Participating Exhibitor** or anyone acting on his behalf or any other person acting with the connivance of the Insured and/or **Participating Exhibitor**
- 6 wilful breach of contract by the Insured and/or **Participating Exhibitor**

If the Insurers allege that, by reason of these General Exclusions, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured and/or **Participating Exhibitor**

Section 3 – COMMERCIAL GENERAL LIABILITY

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

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 non-payment 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.

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.

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.

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.
 - (c) 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.
- 3 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.

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.

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.

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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

(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

The insurance does not apply:

- 1 Under any Liability Coverage, to "bodily injury" or "property damage":
 - (a) 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
 - (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which
 - (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (ii) 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.
- 2 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.
- 3 Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (a) The "nuclear material"
 - (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or
 - (ii) has been discharged or dispersed therefrom;
 - (b) 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
 - (c) 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.
- 4 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
 - (i) separating the isotopes of uranium or plutonium,
 - (ii) processing or utilizing "spent fuel", or
 - (iii) 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.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon **TBD** and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS (SINGLE LIMITS)
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Policy No. Issued By:

Named Insured and Address

Agent Name and Address

LIMITS OF INSURANCE

General Aggregate Limit	\$2,000,000 (Other Than Products-Completed Operations)
Products-Completed Operations	Excluded
Personal & Advertising Injury Limit	\$1,000,000 Any One Person or Organization
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$100,000 Any One Premises
Medical Expense Limit	Excluded

Form of Business: Individual Partnership Joint Venture Trust

Limited Liability Company Organization, including a corporation but not including a partnership, joint venture or limited liability company

Retroactive Date (CG0002 Only)

Coverage A of this Insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown below:

Retroactive Date: None (Enter Date or "None" if no Retroactive Date applies)

Location of all Premises You Own, Rent or Occupy:

Endorsements Attached to This Coverage Form:

CG0001 (04-13), CG0201 (01-15), CG2026 (04-13), CG2104 (11-85), CG2106 (05-14),
 CG2135 (10-01), CG2144 (07-98), CG2146 (07-98), CG2147 (12-07), CG2167 (12-04),
 CG2175 (01-15), CG2187 (01-07), CG2673 (12-04), CGE01AS (08-04), CGE02AS (08-04),
 CGE25AS (08-04), CG2155 (09-99), CL175 (02-86).

COMMERCIAL GENERAL LIABILITY SCHEDULEPolicy No. **TBD** Named Insured: **TBD**

Classification Special Event Liability - Admissions - Hazard Group III including Products and/or Completed Operations

Code No. 75022

Premium Basis if any

PR/CO Excluded

All Other

COMMERCIAL GENERAL LIABILITY 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:
- (i) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (ii) Our right and duty to defend 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.
 - (iii) 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.

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

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) 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.
- (d) "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.
- (e) "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:
 - (i) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (ii) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (iii) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- (f) 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".

EXCLUSIONS

This insurance does not apply to:

1 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.

2 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:

- (a) That the insured would have in the absence of the contract or agreement; or
- (b) 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:
 - (i) Liability to such party for, or for the cost of, that party's defence has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defence of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

3 Liquor Liability

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

- (a) Causing or contributing to the intoxication of any person;
- (b) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (c) 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;

- (c) 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.

4 Workers' Compensation and Similar Laws

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

5 Employer's Liability

"Bodily injury" to:

- (a) An "employee" of the insured arising out of and in the course of:
- (i) Employment by the insured; or
 - (ii) Performing duties related to the conduct of the insured's business; or
- (b) 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".

6 Pollution

"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";

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;

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

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.

7 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:

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

8 Mobile Equipment

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

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

9 War

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

- (a) War, including undeclared or civil war;
- (b) 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
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

10 Damage to Property

"Property damage" to:

- (a) 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;
- (b) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (c) Property loaned to you;
- (d) Personal property in the care, custody or control of the insured;
- (e) 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
- (f) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.
- (g) 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 (b) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (c), (d), (e) and (f) of this exclusion do not apply to liability assumed under a side-track agreement.

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

11 Damage to Your Product

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

12 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.

13 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:

- (a) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (b) 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.

14 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:

- (a) "Your product";
- (b) "Your work"; or
- (c) "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.

15 Personal and Advertising Injury

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

16 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.

17 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:

- (a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (c) 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
- (d) 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 3 through 14 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:
 - (i) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
 - (ii) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

2 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.

EXCLUSIONS

This insurance does not apply to:

1 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".

2 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.

3 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.

4 Criminal Acts

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

5 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.

6 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".

7 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".

- 8 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".
- 9 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.
- 10 Insureds in Media and Internet Type Businesses
"Personal and advertising injury" committed by an insured whose business is:
(a) Advertising, broadcasting, publishing or telecasting;
(b) Designing or determining content of web sites for others; or
(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to "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.
- 11 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.
- 12 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.
- 13 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.
- 14 Pollution - Related
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".
- 15 War
"Personal and advertising injury", however caused, arising, directly or indirectly, out of:
(a) War, including undeclared or civil war;
(b) 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
(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- 16 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:
(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
(c) 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
(d) 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:
(i) On premises you own or rent;
(ii) On ways next to premises you own or rent; or
(iii) Because of your operations; provided that:
 - The accident takes place in the "coverage territory" and during the policy period;
 - The expenses are incurred and reported to us within one year of the date of the accident; and
 - The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (b) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
(i) First aid administered at the time of an accident;
-

- (ii) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (iii) Necessary ambulance, hospital, professional nursing and funeral services.

EXCLUSIONS

We will not pay expenses for "bodily injury":

- 1 Any Insured
To any insured, except "volunteer workers".
- 2 Hired Person
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- 3 Injury on Normally Occupied Premises
To a person injured on that part of premises you own or rent that the person normally occupies.
- 4 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.
- 5 Athletics Activities
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- 6 Products-Completed Operations Hazard
Included within the "products-completed operations hazard".
- 7 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 defence 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.
 - (h) 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 defence 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 defence 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 agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defence of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (v) Provides us with written authorization to:
 - Obtain records and other information related to the "suit"; and
 - Conduct and control the defence of the indemnitee in such "suit".
- 3 So long as the above conditions are met, attorneys' fees incurred by us in the defence 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.
- 4 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:
 - (i) "Bodily injury" or "personal and advertising injury":
 - 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;
 - To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - 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
 - Arising out of his or her providing or failing to provide professional health care services.
 - (ii) "Property damage" to property:
 - Owned, occupied or used by;
 - 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:
 - (i) With respect to liability arising out of the maintenance or use of that property; and
 - (ii) Until your legal representative has been appointed.
 - (d) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this 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 Insureds;
 - (a) Claims made, or "suits" brought; or
 - (b) 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
 - (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:
- (i) How, when and where the "occurrence" or offense took place;
 - (ii) The names and addresses of any injured persons and witnesses; and
 - (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (b) If a claim is made or "suit" is brought against any insured, you must:
- (i) Immediately record the specifics of the claim or "suit" and the date received; and
 - (ii) Notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (c) You and any other involved insured must:
- (i) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (ii) Authorize us to obtain records and other information;
 - (iii) Cooperate with us in the investigation or settlement of the claim or defence against the "suit"; and
 - (iv) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- (d) No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- 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
- (i) This insurance is excess over:
 - Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - 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
 - If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury and Property Damage Liability.
 - (ii) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
 - (iii) 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.
 - (iv) 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:
 - The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - The total of all deductible and self-insured amounts under all that other insurance.
 - (v) 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:
 - (i) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (ii) 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
 - (iii) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 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 fulfil 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 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";
- (a) A side-track agreement;
 - (b) Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - (c) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - (d) An elevator maintenance agreement;
 - (e) 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.
 - (f) Paragraph f. does not include that part of any contract or agreement:
 - (i) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within
 - (ii) 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing; That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (iii) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (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:
 - (i) Power cranes, shovels, loaders, diggers or drills; or
 - (ii) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- (e) Vehicles not described in 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:
 - (i) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (ii) Cherry pickers and similar devices used to raise or lower workers;
- (f) Vehicles not described in 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":

- (g) Equipment designed primarily for:
 - (i) Snow removal;
 - (ii) Road maintenance, but not construction or resurfacing; or
 - (iii) Street cleaning;
- (h) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (i) 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:
 - (i) Products that are still in your physical possession; or
 - (ii) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - When all of the work called for in your contract has been completed.
 - 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.
 - When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- (b) Does not include "bodily injury" or "property damage" arising out of:
 - (i) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (ii) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (iii) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 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:
 - (i) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - You;
 - Others trading under your name; or
 - A person or organization whose business or assets you have acquired; and
 - (ii) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - (b) Includes:
 - (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (ii) The providing of or failure to provide warnings or instructions.
 - (c) Does not include vending machines or other property rented to or located for the use of others but not sold.
22. "Your work":
- (a) Means:
 - (i) Work or operations performed by you or on your behalf; and
 - (ii) Materials, parts or equipment furnished in connection with such work or operations.
 - (b) Includes:
 - (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (ii) The providing of or failure to provide warnings or instructions.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Name of Additional Insured Person(s) Or Organization(s):

Blanket as required by written contract executed prior to loss.

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

1 Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or
- (b) In connection with your premises owned by or rented to you.

However:

- (a) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (b) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2 With respect to insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (a) Required by the contract or agreement; or
- (b) Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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EXCLUSION - PRODUCTS - COMPLETED OPERATIONS HAZARD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This insurance does not apply to "bodily injury" or "property damage" included within the "products - completed operations hazard."

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

- 1 Exclusion 2.p. of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

EXCLUSIONS

This insurance does not apply to:

- (p) Access or Disclosure of Confidential or Personal Information and Data-related Liability Damages arising out of:
 - (i) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
 - (ii) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above. However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

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

EXCLUSIONS

This insurance does not apply to:

Access or Disclosure of Confidential or Personal Information

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

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

EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 35 10 01

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

Description and Location of Premises or Classification:

All Operations

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

- 1 With respect to any premises or classification shown in the Schedule:
- 2 Section I - Coverage C. Medical Payments does not apply and none of the references to it in the Coverage Part apply: and
The following is added to Section I Supplementary Payments:
Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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CG 21 44 07 98

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

Premises:

Project:

Except with respect to the products-completed operations hazard, coverage afforded under this insurance applies only to "bodily injury", "property damage", "personal & advertising injury" arising out of an insured event. With respect to products-completed operations hazard only, coverage afforded under this insurance applies only to "bodily injury" or "property damage" arising out of: products that are distributed; or work that is started and completed at the premises of and during the period of an insured event.

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

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

- 1 The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
- 2 The project shown in the Schedule.

ABUSE OR MOLESTATION EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLA 1023057 - 20 05/01/17 RRS 06/21/17

CG 21 46 07 98

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

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

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

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

EMPLOYMENT-RELATED PRACTICES EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 47 12 07

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

1 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:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) 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
- (b) 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 (i), (ii), or (iii) above is directed.

This exclusion applies:

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

2 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:

- (a) A person arising out of any:
 - (i) Refusal to employ that person;
 - (ii) Termination of that person's employment; or
 - (iii) 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
- (b) 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 (i), (ii) or (iii) above is directed.

This exclusion applies:

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

FUNGI OR BACTERIA EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 67 12 04

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

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

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 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.

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.

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

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.

3 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 by products produced or released by fungi.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 75 01 15

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

- 1 The following exclusion is added: This insurance does not apply to: **TERRORISM**
 "Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism", or out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, with respect to an "other act of terrorism", this exclusion applies only when one or more of the following are attributed to such act:
- (a) The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
 - (b) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (i) Physical injury that involves a substantial risk of death; or
 - (ii) Protracted and obvious physical disfigurement; or
 - (iii) Protracted loss of or impairment of the function of a bodily member or organ; or
 - (c) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
 - (d) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - (e) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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

- 2 The following definitions are added:
- (a) For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
 - (b) "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - (i) The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - (ii) The act resulted in damage:
 - Within the United States (including its territories and possessions and Puerto Rico); or
 - Outside of the United States in the case of:
 - (i) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (ii) The premises of any United States mission; and
 - (c) The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
 - (d) "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 87 01 07

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

Applicability of The Provisions of This Endorsement

- (a) The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - (i) The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - (ii) A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses; or
 - Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
 - (b) If the provisions of this endorsement become applicable, such provisions:
 - (i) Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - (ii) Remain applicable unless we notify you of changes in these provisions, in response to federal law.
 - (c) If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- 1 The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
 - (a) "Terrorism" means activities against persons, organizations or property of any nature:
 - (i) That involve the following or preparation for the following:
 - Use or threat of force or violence; or
 - Commission or threat of a dangerous act; or
 - Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - (ii) When one or both of the following applies:
 - The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - (b) "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

2 The following exclusion is added:

EXCLUSION OF TERRORISM

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

- 1 The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2 Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- 3 The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4 Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
- 5 The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- 6 Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - (a) Physical injury that involves a substantial risk of death; or
 - (b) Protracted and obvious physical disfigurement; or

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

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

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

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

ADDITIONAL EXCLUSIONS, LIMITATIONS & AMENDMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG E01 AS 08 04

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

A. AIRCRAFT LIABILITY EXCLUSION

Except for the provisions of paragraph g (4), Aircraft, Auto or Watercraft, of SECTION I, COVERAGES; 2., Exclusions, this insurance does not apply to any liability arising out of the ownership, operation, maintenance, use, care, custody or control of any aircraft including aircraft chartered with or without a pilot.

B. ASBESTOS EXCLUSION

This insurance does not apply to any liability arising out of the manufacture, mining, sales, installation, storage, distribution or removal of asbestos products, asbestos fibers or asbestos dust. The Company is not obligated to investigate or defend any claim or "suit" which alleges "bodily injury" or "property damage" under Coverage A or "personal injury and advertising injury" under Coverage B as a result of exposure to asbestos products, asbestos fibers or asbestos dust.

This policy will not recognize any contractual obligation of the Insured to indemnify another party because of such injury or damage.

C. INTELLECTUAL PROPERTIES EXCLUSION (IDEAS, ADVICE, DIRECTIONS, SUGGESTIONS OR INSTRUCTIONS)

This policy does not apply to any liability for, and there shall be no obligation to investigate or defend any claim or suit for or arising out of actual or alleged "bodily injury", "property damage" or "personal or advertising injury" as a result of "intellectual properties" produced, sold, distributed, or otherwise disseminated with the express intent to release to the public specific ideas, advice, directions, suggestions or instructions.

"Intellectual Properties" as used herein shall mean any live, printed or, regardless of the type of media used, recorded production or presentation created for the purpose of the dissemination of ideas, advice, directions, suggestions or instructions.

D. INTERCOMPANY LIABILITY SUITS EXCLUSION

This insurance does not apply to any claim for damages by any Insured against another Insured because of "bodily injury", "property damage" or "personal injury and advertising injury".

E. NOTIFICATION TO COMPANY- NEW VENTURES

The Insured shall notify the Company before the commencement of each motion picture, television production, theatrical presentation, performance or tour started by the Insured during the policy period.

Failure of the Insured to notify the Company of these new activities in advance of their inception shall permit the Company to retroactively charge an additional premium due based on the hazards presented by the new activities.

F. PYROTECHNICS & EXPLOSIVES - EXCLUSION

This policy specifically excludes any and all coverage for bodily injury and/or property damage directly or indirectly caused by, arising out of or resulting from the use of any explosives, fireworks or pyrotechnic devices, except "flashboxes", unless specifically endorsed hereon.

A "flashbox" is a device that is used in shows to create visual effect along with an explosive noise. It is induced electrically in a cylinder with no projectile, wadding or wrapping.

EXCLUSIONS AND LIMITATIONS PERSONAL INJURY AND ADVERTISING INJURY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG E02 AS 08 04

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

- 1 It is agreed that the following exclusions and definitions are added to Paragraph 2. Exclusions of COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY:
- (a) "Personal Injury and Advertising Injury" arising out of the "Field of Entertainment Business" of the Insured with respect to the following offenses:
- (i) Invasion or infringement of or interference with the right of privacy or publicity, whether under common law or statutory law;
 - (ii) Infringement of copyright or trademark whether under common law or statutory law;
 - (iii) Libel, slander or other forms of defamation. However, this exclusion does not apply to "personal injury and advertising injury" if caused by an offense arising out of personal, guest or public appearances by the Named Insured on programs of others that are not related to the advertising, promoting, displaying or broadcasting of motion pictures, television shows, commercials, documentaries, or industrial, educational or training films, stage or theatrical productions, or any literature, including musical materials, that are produced, conducted, composed or distributed by or on behalf of the Named Insured, which are the subject of this insurance.
 - (iv) Plagiarism, piracy, or unfair competition resulting from the alleged unauthorized use of titles, formats, ideas, characters, plots, performances of artists or performers or other material;
 - (v) Breach of contract, implied in fact or in law, resulting from the alleged submission, acquisition or use of program, musical or literary material used by the Insured in the insured production.
- (b) "Field of Entertainment Business" as defined herein includes the following:
- (i) The creation, production, publication, distribution, exploitation, exhibition, advertising and publicizing of:
 - Motion pictures of any kind and character,
 - Television programs,
 - Commercial, industrial, educational and training films,
 - Phonograph records, audio and video tapes, cassettes, compact discs and digital video discs (DVDs).
 - Internet related publications,
 - Electronic transcriptions,
 - Music in sheet, manuscript or book form,
 - Books, magazines and other publications.
 - (ii) The conduct of any actors, players, entertainers or musicians in any production, show appearance or performance, or exhibition except as provided for above in paragraph c. 3).
 - (iii) The ownership, operation, maintenance or use of radio and television broadcasting stations, CATV systems, cinemas, stage productions with living actors, and any similar exhibition or broadcast media.
 - (iv) The ownership, operation, maintenance or use of merchandising programs, advertising or publicity material, characters or ideas; whether or not on premises of the Insured or in possession of the Insured at the time of the alleged offense.

PRIMARY INSURANCE – NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG E25 AS 08 04

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

Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph a., Primary Insurance is amended as follows:

Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.

Then we will share with all that other insurance by the method described in c. below. If the Named Insured has entered into an "insured contract" requiring that this insurance be primary and non-contributory, we will abide by that contract requirement.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 21 55 09 99

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

1 Exclusion f. under Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:
This insurance does not apply to:

(f) Pollution

- (i) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

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

ENDORSEMENT #1

Commercial General Liability Coverage Form, CG0001, is amended as follows:

1 The following is added to SECTION II - WHO IS AN INSURED, 1.:

- (f) A Risk Purchasing Group, you are an insured. Your Members who are identified in separate Certificates of Insurance issued on your behalf are additional Named Insureds under this insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

2 The following is added to 4. Other Insurance, b. Excess Insurance (1):

- (e) That is insurance:
 (i) Provided to you by any person or organization working under this contract or agreement for you;
 or;
 (ii) Under which you are included as an insured;
 (f) That is insurance applicable to the insured event.

ENDORSEMENT #1 (CONTINUED)

3 Separation of Insureds is deleted and replace with:

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

- (a) As is all the insureds shown in each Certificate of Insurance to which this policy applies were the only insured under this policy; and
 (b) Separately to each insured against whom claim is made or suit is brought.

However, regarding the Limits of Insurance afforded by this policy, separate Limits of Insurance apply to all the insureds listed on each Certificate of Insurance collectively as a group.

ENDORSEMENT #2 EXCLUSION

1 RECREATIONAL ACTIVITIES

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of any mechanically operated amusement device; trampolines; or inflatable attractions consisting of slides, jumping rooms, climbing areas or similar devices.

ENDORSEMENT #3 EXCLUSION

1 CERTAIN TYPES OF EVENTS

The following definitions apply:

- (a) Trade Show: An exhibition of products and/or services held for members of a common or related industry. Not open to the general public. Coverage would also be extended to include any Convention(s) and/or Meeting(s) taking place during the Trade Show.

ENDORSEMENT #3 (CONTINUED)

- (b) Convention(s) and/or Meeting(s) - an event where the primary activity of the attendees is to attend educational sessions, participate in meetings/discussions, socialize, and attend other organized events.

- (c) Consumer Show - an exhibition of products and/or services held for the general public. Coverage would also be extended to include any Convention(s) and/or Meeting(s) taking place during the Trade Show.

This insurance does not apply to any events that do not meet the definitions above or where the principal subject of a trade show involves any of the following:

- Tobacco Products including but not limited to cigarettes, cigars and chewing tobacco
- Weaponry of any sort, including but not limited to firearms, knives or swords, projectiles, chemical weapons/MACE, armored fighting vehicles such as tanks
- Pathogenic or poisonous biological, chemical or nuclear materials
- Adult Entertainment industry including adult products or pornography
- Alcoholic beverages or products
- Vitamin or dietary supplements which are not regulated by the United States Food & Drug Administration
- Hunting products

ENDORSEMENT #4

1 PROFESSIONAL LIABILITY

With respect to all coverage(s) under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction whether or not such service, advice or instruction is ordinary to any insured's profession and regardless of whether or not a claim or suit is brought by any client or any other person organization.

ENDORSEMENT #4 (CONTINUED)

2 DEFINITIONS: Insured Event Insured event means:

the event(s);

date; and

venue;

shown in a Certificate of Insurance

QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART

READ YOUR POLICY CAREFULLY

The Commercial General Liability Coverage Part in your policy consists of Declarations, a Coverage Form (either CG 00 01 or CG 00 02), Common Policy Conditions and Endorsements, if applicable. Following is a Quick Reference indexing of the principal provisions contained in each of the components making up the Coverage Part, listed in sequential order, except for the provisions in the Declarations which may not be in the sequence shown.

DECLARATIONS

Named Insured and Mailing Address Policy Period
Description of Business and Location of Premises Limits of Insurance
Forms and Endorsements applying to the Coverage Part at time of issue

COVERAGE FORM (CG 00 01 or CG 00 02) SECTION I – COVERAGES

Coverage A – Bodily Injury and Property Damage Liability Insuring Agreement Exclusions

Coverage B – Personal and Advertising Injury Liability Insuring Agreement Exclusions

Coverage C – Medical Payments Insuring Agreement Exclusions

Supplementary Payments SECTION II – WHO IS AN INSURED SECTION III – LIMITS OF INSURANCE, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy

Duties in the Event of Occurrence, Claim or Suit Legal Action Against Us

Other Insurance Premium Audit Representations Separation of Insureds

Transfer of Rights of Recovery Against Others to Us When We Do Not Renew (applicable to CG 00 02 only)

Your Right to Claim and "Occurrence" Information (applicable to CG 00 02 only) SECTION V – EXTENDED REPORTING PERIODS (applicable to CG 00 02 only) SECTION VI – DEFINITIONS (SECTION V IN CG 00 01)

COMMON POLICY CONDITIONS (IL 00 17)

Cancellation Changes

Examination of Your Books and Records Inspections and Surveys Premiums

Transfer of Your Rights and Duties under this Policy

ENDORSEMENTS (If Any)