



Effective with UNDERWRITERS AT LLOYD'S, LONDON

Administered by Hiscox Inc.

520 Madison Avenue 32nd Floor, New York, NY 10022

(646) 452-2353

Insurance for General Liability

DECLARATIONS

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

Broker No.:	US 0001488	RT Specialty of Illinois, LLC
Policy No.:	MPL1934916.17	500 W. Monroe St., 30th Floor
Renewal of:	NEW	Chicago, IL 60661
1. Named Insured:	Stateside APM	
Address:	6445 Citation Dr Ste F	
	Clarkston, MI 48346-2996	
2. Policy Period:	Inception Date: 03/31/2017	Expiration Date: 03/31/2018
	Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.	
3. General terms and conditions wording:	WCL P0001 CW (09/14)	
	The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.	
4. Endorsements:	E6015.5 - Lloyd's Syndicate, E6016.1 - Service of Suit, E6017.2 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, E6020.2 - War and Civil War Exclusion Endorsement, E9998.2 - TRIA Not Purchased Endorsement, and E6023.1 - Minimum Earned Premium Endorsement	
5. Optional Extension Period:	Extended Reporting Period of 12/24/36 months at 75/150/225 percent of the annual premium.	
6. Notification of claims to:	Hiscox Claims	
	520 Madison Avenue, 32 nd floor	
	New York, NY 10022	
	Fax: 212-922-9652	
	Email: HiscoxClaims@Hiscox.com	
7. Policy Premium:	\$ 88,716	Administration Fee: \$ 50
		State Surcharge: N/A

General Liability Occurrence Coverage Part: WCL P0002 CW (10/14)

General Liability (GL):	\$ 1,000,000 Each Occurrence / \$ 2,000,000 Aggregate
Per Location:	\$ 2,000,000 Aggregate
Products and Completed Operations:	\$ 2,000,000 Each Occurrence
Personal and Advertising Injury:	\$ 1,000,000 Each Claim
Damage to Premises:	\$ 100,000 Any One Premise



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Insurance for General Liability

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Medical Payments:	\$ 5,000 Each Person (Separate Limit)
Retention:	\$ 5,000
GL Premium:	\$ 88,716
Endorsements:	E6802.2 - Employee Benefits Liability Endorsement, E6803.1 - Sexual Misconduct Exclusion Endorsement, E6805.1 - Privacy Exclusion Endorsement, E6806.1 - Exclude Designated Services Endorsement, E6838.1 - Additional Insured - Ongoing Operations Endorsement, E6839.1 - Additional Insured - Owners, Lessees or Contractors - Completed Operations Endorsement, E6840.1 - Consolidated Insurance Program Exclusion Endorsement, E6841.1 - Continuing or Ongoing Damage Exclusion Endorsement, E6844.1 - Exterior Insulation and Finish Systems Exclusion Endorsement, E6845.1 - Multi-Unit Habitational Conversion Exclusion Endorsement, E6846.1 - Named Insured v. Named Insured Exclusion Endorsement (GL), E6849.1 - Broad Form Named Insured Endorsement, E6852.1 - Unintentional Failure to Disclose Existing Hazards Endorsement, E6853.1 - Unintentional Failure to Give First Notice Endorsement, E6858.2 - Limitation of Coverage to Designated Premises Endorsement, and E6999.2 - Construction Operations Exclusion

In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234HISINC2017 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

IN WITNESS WHEREOF this Certificate has been signed at New York, New York



Effective with UNDERWRITERS AT LLOYD'S, LONDON

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520 Madison Avenue 32nd Floor, New York, NY 10022

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Insurance for General Liability

DECLARATIONS

A handwritten signature in black ink, appearing to read "Carl Bach". The signature is fluid and cursive.

Authorized Representative

Carl Bach

May 8, 2017

Hiscox Inc.



Administered by Hiscox Inc.
520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Endorsement 1

NAMED INSURED: Stateside APM

E6015.5 Lloyd's Syndicate Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

The Underwriters referred to in the Declarations are identified as follows:

Proportion Percent: 100%

Syndicate: 3624

Contract #: B1234HisInc2017

Registration Date: December 22, 2005

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 1

Processed Date: 04/05/2017

Hiscox Inc.

Authorized Representative
Carl Bach

Endorsement 2

NAMED INSURED: Stateside APM

E6016.1 Service of Suit Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

In the event **we** fail to pay any amount claimed to be due under this policy, **we** agree to submit to the jurisdiction of a Court of competent jurisdiction within the United States at **your** request. Nothing in this clause is intended to constitute a waiver of **our** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States.

Service of process in any suit against **us** may be made on:

Hiscox Inc.
520 Madison Ave. - 32nd Floor
New York, NY 10022
Attn: Head of Claims

In any suit instituted against **us**, **we** agree to abide by the final decision of such Court, or in the event of an appeal, of any Appellate Court.

The above named are authorized to accept service of process on **our** behalf in any such suit and will enter a general appearance on **our** behalf in the event such suit is instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, **we** designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, as **our** agent for service of process in any action, suit, or proceeding instituted by **you** or on **your** behalf, or any other beneficiary under this policy, and designate the above named as the person to whom such agent is authorized to mail process.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 2

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 3

NAMED INSURED: Stateside APM

E6017.2 Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

We will have no obligation to pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, breach, event, or occurrence**:

- A. Under any liability coverage, for injury, sickness, disease, death, or destruction:
1. for which **you** are also insured under a nuclear energy liability policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be insured under any such policy but for exhaustion of its limit of liability; or
 2. resulting from the **hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, as amended; or
 - b. **you** are, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, for expenses incurred with respect to bodily injury, sickness, disease, or death resulting from the **hazardous properties of nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.
- C. Under any liability coverage, for injury, sickness, disease, death, or destruction resulting from the **hazardous properties of nuclear material**, if:
1. the **nuclear material** is at any **nuclear facility** owned or operated by **you** or on **your** behalf, or has been discharged or dispersed from such a facility;
 2. the **nuclear material** is contained in spent fuel or **waste** which is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by **you** or on **your** behalf; or
 3. the injury, sickness, disease, death, or destruction arises out of the furnishing by **you** 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 injury to or destruction of property at such **nuclear facility**.

As used in this endorsement:

Hazardous properties includes radioactive, toxic, or explosive properties;

Nuclear material means **source material, special nuclear material, or byproduct material**;

Endorsement 3

NAMED INSURED: Stateside APM

Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954, as amended;

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

Waste means any waste material:

1. containing **byproduct material**; and
2. resulting from the operation by any person or organization of any **nuclear facility** included in paragraph 1 or 2 of the definition of **nuclear facility**;

Nuclear facility means:

1. any any **nuclear reactor**;
2. any any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium;
 - b. processing or utilizing spent fuel; or
 - c. handling, processing, or packaging **waste**;
3. 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 **your** custody 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; or
4. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of **waste**.

Nuclear facility includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;

With respect to injury to or destruction of property, "injury" or "destruction" includes all forms of radioactive contamination of property.

Endorsement effective:	03/31/2017	Certificate No.:	MPL1934916.17
Endorsement No:	3	Processed Date:	04/05/2017
Hiscox Inc.			

Endorsement 3

NAMED INSURED: Stateside APM



Authorized Representative
Carl Bach



Administered by Hiscox Inc.
520 Madison Avenue 32nd Floor, New York, NY 10022
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Endorsement 4

NAMED INSURED: Stateside APM

E6018.2 Applicable Law Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

This policy is subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Endorsement to this policy.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 4

Processed Date: 04/05/2017

Hiscox Inc.

Authorized Representative
Carl Bach

Endorsement 5

NAMED INSURED: Stateside APM

E6020.2 War and Civil War Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Terms and Conditions are amended as follows:

This policy does not apply to and **we** will have no obligation pay any sums under this policy, including any **damages, claim expenses**, or other **covered amounts**, for any **claim, breach, event**, or **occurrence** directly or indirectly occasioned by, happening through, or in consequence of:

1. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military, or usurped power; or
2. confiscation, nationalization, requisition, destruction of, or damage to property by or under the order of any government, public, or local authority.

However, this exclusion will not apply to coverage under the General Liability Coverage Part (if purchased) for damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. Any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 5

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 6

NAMED INSURED: Stateside APM

E9998.2 TRIA Not Purchased Endorsement

**Terrorism Risk Insurance Act, as amended
Not Purchased Endorsement**

This Endorsement is issued in accordance with the terms and conditions of the federal Terrorism Risk Insurance Act.

It is hereby noted that the Company has made available coverage for insured losses directly or indirectly resulting from an "act of terrorism" and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly or indirectly resulting from an "act of terrorism" except to the extent, if any, otherwise provided by this Policy.

The term "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 an "act of terrorism" include the following:

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

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

All other terms and conditions remain unchanged.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 6

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
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Endorsement 7

NAMED INSURED: Stateside APM

E6023.1 Minimum Earned Premium Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed:

As respects Item 7 of the Declarations, a 10% minimum earned premium condition applies at the inception of the **policy period**.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 7

Processed Date: 04/05/2017

Hiscox Inc.

Authorized Representative
Carl Bach

Endorsement 8

NAMED INSURED: Stateside APM

E6802.2 Employee Benefits Liability Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

I. The following is added to the end of Section I. What is covered:

EB-A. Employee benefits liability **We** will pay up to the limit of liability stated below for **damages you** become legally obligated to pay because of a negligent act, error, or omission committed by **you**, or any other person for whose acts **you** are legally liable, in the **administration of your employee benefit program**, provided:

1. a **claim** seeking **damages** for such negligent act, error, or omission is first made against **you** during the **policy period** and is reported to **us** in accordance with Section V. Other provisions affecting coverage, A. Notifying us of claims, occurrences, or offenses;
2. the negligent act, error, or omission occurred within the **coverage territory** on or after the **retroactive date**; and
3. **you** have paid the applicable **retention** stated below.

We will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.

II. For purposes of the coverage provided by this Endorsement only, Section II. Defense and supplementary payments, B. Claims against your indemnitee, is deleted in its entirety.

III. For purposes of the coverage provided by this Endorsement only, in Section III. Who is an insured, the following parts are deleted in their entirety:

1. Subpart 1. of A. Sole proprietorships;
2. F. Employees;
3. G. Volunteer workers;
4. H. Real estate managers; and
5. J. Newly acquired or formed organizations,

and replaced with the following:

EB-A. Each of **your employees** authorized to **administer your employee benefit program**.

EB-B. Any persons, organizations, or **employees** having proper temporary authorization to **administer your employee benefit program** if **you** die, but only until **your** legal representative is appointed.

Endorsement 8

NAMED INSURED: Stateside APM

EB-C. If there is no other similar insurance available, any organization **you** acquire or form during the **policy period**, and in which **you** have majority ownership or interest at the time of any act, error, or omission covered by this Endorsement, will qualify as an **insured**. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after **you** acquire or form the organization, or the end of the **policy period**, whichever is earlier.

There is no coverage for the acquired or formed organization for any act, error, or omission that was committed before **you** acquired or formed the organization.

The acquired or formed organization is an **insured** only with respect to the **administration of your employee benefit program**.

IV. For purposes of the coverage provided by this Endorsement only, Section IV. Limits of liability, is deleted in its entirety and replaced with the following:

The limits stated below and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
2. **claims** made or brought;
3. persons or organizations making or bringing **claims**;
4. acts, errors, or omissions; or
5. benefits included in **your employee benefit program**.

EB-A. Each Employee Limit The Each Employee Limit stated below is the most **we** will pay for all **damages** sustained by any one **employee**, including **damages** sustained by the **employee's** dependents and beneficiaries, because of:

1. a negligent act, error, or omission; or
 2. a series of related negligent acts, errors, or omissions,
- in the **administration of your employee benefit program**.

EB-B. Aggregate Limit The Aggregate Limit stated below is the most **we** will pay for all **damages** because of any negligent acts, errors, or omissions in the **administration of your employee benefit program**.

Both the Each Employee Limit and the Aggregate Limit will be in excess of the **retention** stated below and will be part of, and not in addition to, the **coverage part limit**.

Any payments **we** make under this Endorsement will not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **employee benefit program**.

V. The following exclusions are added to the end of Section VI. Exclusions – What is not covered:

Endorsement 8

NAMED INSURED: Stateside APM

EB-A. Employee benefits We will have no obligation to pay any sums under the coverage provided by this Endorsement, **liability exclusions** including any **damages** or **claim expenses**, for any **claim**:

- | | | |
|---|-----|--|
| Advice regarding participation | 1. | based upon or arising out of advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the employee benefit program . |
| Available benefits | 2. | for benefits to the extent such benefits are available, with your reasonable effort and cooperation, from the applicable funds accrued or other collectible insurance. |
| Bodily injury, property damage, 3.
or personal and advertising
injury | 3. | based upon or arising out of bodily injury, property damage, or personal and advertising injury . |
| Dishonest, fraudulent, criminal, 4.
or malicious act | 4. | based upon or arising out of any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omission, committed by you , including the willful or reckless violation of any statute. |
| ERISA fiduciary | 5. | for which you become liable as a fiduciary under the Employee Retirement Income Security Act of 1974, as may be amended, or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws. |
| Failure to perform a contract | 6. | based upon or arising out of the failure to perform any contract by any insurer. |
| Insufficiency of funds | 7. | based upon or arising out of the insufficiency of funds to meet any obligations under any plan included in the employee benefit program . |
| Performance of investments | 8. | based upon or arising out of: <div style="margin-left: 20px;"> a. the failure of investments to perform as expected or desired; or
 b. any errors in providing information on past performance of investment vehicles. </div> |
| Social security | 9. | based upon or arising out of your failure to comply with the mandatory provisions of any social security law, including any similar provisions of any federal, state, or local statutory or common law and any rules or regulations promulgated under such laws. |
| Taxes, fines, or penalties | 10. | to the extent it seeks or includes taxes, fines, or penalties, including those imposed under the Internal Revenue Code or any similar provisions of any foreign, federal, state, or local statutory or common law and any rules or regulations promulgated under such laws. |

VI. For purposes of the coverage provided by this Endorsement only, in Section VII. Definitions, the definition of "**Employee**" is deleted in its entirety and replaced with the following:

Employee means any person actively or formerly employed by **you**; or on leave of absence, disabled, or retired from employment by **you**. **Employee** includes a **leased worker**, but does not include a **temporary worker**.

VII. The following definitions are added to the end of Section VII. Definitions:

Endorsement 8

NAMED INSURED: Stateside APM

Administer or administration means:

1. providing information to **employees**, and their dependents and beneficiaries, with respect to eligibility for or the scope of **employee benefit programs**;
2. handling records in connection with the **employee benefit program**; or
3. effecting, continuing, or terminating any **employee's** participation in any benefit included in the **employee benefit program**.

Administration does not include handling payroll deductions.

Cafeteria plans

means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

made or brought by an **employee** or an **employee's** dependents and beneficiaries and to which the coverage provided by this Endorsement applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

Employee benefit program

means a program providing some or all of the following benefits to **employees**, whether provided through a **cafeteria plan** or otherwise:

1. group life insurance, group accident or health insurance, dental, vision, and hearing plans, and flexible spending accounts, provided that no one other than an **employee** may subscribe to such benefits, and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
2. profit sharing plans, employee savings plans, employee stock ownership plans, pension plans, and stock subscription plans, provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
3. unemployment insurance, social security benefits, workers' compensation, and disability benefits;

Endorsement 8

NAMED INSURED: Stateside APM

4. vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; or
5. any other similar benefits designated below or added by endorsement.

Potential claim means any **occurrence**, offense, or other circumstances which may result in a **claim** covered under this policy.

Retention means the amount identified as such below.

Retroactive date means the date identified as such below.

VIII. If **you** have purchased the General Liability Coverage Part (Occurrence), for purposes of the coverage provided by this Endorsement only, Section V. Other provisions affecting coverage, subsection A. Notifying us of claims, accidents, or potential claims, is deleted in its entirety and replaced with the following:

- A. Notifying us of claims, accidents, or potential claims
 1. **You** must give written notice to **us** of any **claim** made or brought against **you** as soon as possible, but in any event, no later than 60 days after the end of the **policy period**.
 2. **You** have the option of notifying **us** of **potential claims** that may lead to a covered **claim** against **you**.

In order to do so, **you** must give written notice to **us** as soon as possible and within the **policy period**, and the notice must, to the greatest extent possible, include:
 - a. how, when, and where the **occurrence** or offense took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any injury or damage arising out of the **occurrence** or offense; and
 - d. any additional information about the **potential claim** **we** may reasonably request.

The benefit to **you** of notifying **us** of a **potential claim** is that if an actual **claim** arises from the same circumstances as the properly notified **potential claim**, then **we** will treat that **claim** as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **policy period** has expired.

All such notifications must be in writing and include a copy of any **claim**, and must be submitted to **us** via the designated email address or mailing address identified in Item 6 of the Declarations.

Coverage	Limit of liability	Retention	Premium
Employee benefits programs	\$1,000,000 Each Employee	\$1,000	\$Included



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Endorsement 8

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\$1,000,000 Aggregate

Retroactive Date: N/A

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 8

Processed Date: 04/05/2017

Hiscox Inc.

Authorized Representative
Carl Bach

Endorsement 9

NAMED INSURED: Stateside APM

E6803.1 Sexual Misconduct Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Sexual misconduct SM-1. based upon or arising out of any actual, alleged, or threatened abuse, molestation, harassment, mistreatment, or maltreatment of a sexual nature, including the negligent employment, investigation, supervision, training, or retention of a person who commits such conduct, or the failure to report such conduct to the proper authorities.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 9

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 10

NAMED INSURED: Stateside APM

E6805.1 Privacy Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

- Privacy PR-1. based upon or arising out of any actual, alleged:
- a. unauthorized acquisition, access, use, or disclosure of, improper collection of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 10

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 11

NAMED INSURED: Stateside APM

E6806.1 Exclude Designated Services Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, paragraph D. Exclusions applicable to the entire general liability coverage part:

Excluded services	ES-1.	based upon or arising out of the performance of the following services at the location(s) indicated, if applicable:
	Description of Excluded Services:	Based upon or arising from construction activities and/or property development
	Specified Location (If Applicable):	-

Endorsement effective:	03/31/2017	Certificate No.:	MPL1934916.17
Endorsement No:	11	Processed Date:	04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 12

NAMED INSURED: Stateside APM

E6838.1 Additional Insured — Ongoing Operations Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

SCHEDULE

Any entity(ies) or person(s) at any location required by written contract to be included for coverage as an additional insured.

- I. Section III. Who is an insured, K. Additional insureds, is amended to include as an additional insured the entity(ies) or person(s) shown in the Schedule above, but only with respect to liability arising out of:
 - a. **your** acts or omissions or of those acting on **your** behalf; and
 - b. the performance of **your** ongoing operations for the additional insured.
- II. However, there is no coverage for such additional insureds for:
 - a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities.
 - b. **bodily injury or property damage** occurring after:
 - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person's or organization's status as an additional insured under this Section II ends when **your operations** for that additional insured are complete.

- III. The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 12

Processed Date: 04/05/2017

Hiscox Inc.

Endorsement 12

NAMED INSURED: Stateside APM



Authorized Representative
Carl Bach

Endorsement 13

NAMED INSURED: Stateside APM

E6839.1 Additional Insured – Owners, Lessees or Contractors – Completed Operations Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

SCHEDULE

**Name of Additional Insured Person(s)
or Organizations**

**Location and Description of
Completed Operations**

All entities or persons required by written contract to be included for coverage as additional insureds with respect to the operations performed by the **named insured** or by any person or entity on the **named insured's** behalf.

- I. Section III. Who is an insured, K. Additional insureds, is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for **bodily injury** or **property damage** caused by **your work** at the location(s) designated and described in the above Schedule performed for such additional insured(s) and included in the **products-completed operations hazard**.
However, the insurance afforded to such additional insured(s):

1. applies only to the extent permitted by law; and
2. will not be broader than **you** are required by the contract or agreement to provide for such additional insured(s).

- II. With respect to those additional insureds afforded coverage under this Endorsement, the following is added to Section IV. Limits of liability:

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

1. required by the contract or agreement; or
2. available under the applicable limits stated in the Declarations,

whichever is less.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 13

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 14

NAMED INSURED: Stateside APM

E6840.1 Consolidated Insurance Program Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions:

Consolidated insurance program CO-1. **bodily injury or property damage** arising out of **your** operations at any location or project for which a consolidated (wrap-up) insurance program has been provided by any other person or entity who is also involved in such location or project.
This exclusion will apply:

- a. whether or not the consolidated (wrap-up) insurance program provides identical coverage to that afforded by this Coverage Part; and
- b. even if the **bodily injury or property damage** arises after the consolidated (wrap-up) insurance program expires, lapses, or is otherwise no longer in effect.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 14

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 15

NAMED INSURED: Stateside APM

E6841.1 Continuing or Ongoing Damage Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions:

Continuing or ongoing property damage CO-1. **property damage** which:

- a. first occurred, began to occur, or was in the process of occurring; or
- b. is indiscernible from other damage that is that is incremental, continuous, or progressive damage arising from an **occurrence** which first occurred, prior to the **policy period**.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 15

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 16

NAMED INSURED: Stateside APM

E6844.1 Exterior Insulation and Finish Systems Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

- I. The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Exterior insulation and finish systems EI-1. based upon or arising out of:

- a. the design, manufacture, construction, fabrication, preparation, distribution, sale, installation, application, maintenance, repair, remodelling, service, correction, or replacement of any **exterior insulation and finish system**; or
- b. that particular part of **your product** or **your work** with respect to any exterior component, fixture, or feature of any structure if an **exterior insulation and finish system** was used on the exterior component, fixture, or feature of such structure.

This exclusion will also apply to the use of conditioners, primers, accessories, flashings, coatings, or sealants in connection with an **exterior insulation and finish system**.

- II. For purposes of this Endorsement, **exterior insulation and finish system** means a non-load bearing exterior cladding or finish system which is used on any part of any structure and consists of:

1. a rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. the adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. a reinforced or unreinforced base coat;
4. a finish coat providing surface texture to which color may be added; and
5. any flashing, caulking, or sealant used with the system for any purpose, or any substantially similar system.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 16

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 17

NAMED INSURED: Stateside APM

E6845.1 Multi-Unit Habitational Conversion Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions:

Multi-unit conversion MU-1. **property damage** included in the **products completed operations hazard** to any structure which is converted into:

- a. a residential townhouse, town home, or other multi-unit habitational building designed or developed for single or multiple owners;
- b. residential condominiums or cooperatives; or
- c. multi-use or mixed use projects which include any of the residences described in subsections a or b above,

regardless of when the conversion took place.

However, this exclusion will not apply to that particular part of **your work** performed on such structure, including any operations necessary on the job site to complete the conversion, if **your work** was unrelated to the conversion operations.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 17

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 18

NAMED INSURED: Stateside APM

E6846.1 Named Insured v. Named Insured Exclusion Endorsement (GL)

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, D. Exclusions applicable to the entire general liability coverage part:

Named insured vs. named insured II-1. brought by or on behalf of one **named insured** against another **named insured**.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 18

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 19

NAMED INSURED: Stateside APM

E6849.1 Broad Form Named Insured Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

In Section III. Who is an insured, J. "Newly acquired or formed organizations" is deleted in its entirety and replaced with the following:

- J. Owned/ newly acquired or formed organizations
- If there is no other similar insurance available, any organization in which **you** have a majority ownership or interest at the inception of the **policy period**, or **you** acquire or form during the **policy period** and in which **you** maintain a majority ownership or interest at the time of the **occurrence** or offense covered by this Coverage Part, will qualify as a **named insured**, provided:
1. it will be the responsibility of the first **named insured** listed on the Declarations to place insurance for such organization; and
 2. the organization must be incorporated or organized under the laws of the United States.
- This coverage is afforded only until the next annual anniversary of the inception of the **policy period**, or the end of the **policy period**, whichever is earlier.
- There is no coverage for such organization for:
1. **bodily injury** or **property damage** that occurred; or
 2. **personal and advertising injury** arising out of an offense that was committed, before **you** owned, acquired, or formed the organization.

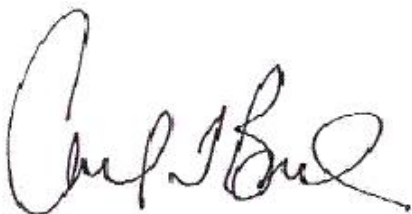
Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 19

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Endorsement 20

NAMED INSURED: Stateside APM

E6852.1 Unintentional Failure to Disclose Existing Hazards Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following is added to the end of Section V. Other provisions affecting coverage:

UN-A. Unintentional failure to disclose **Your** failure to disclose all hazards existing as of the inception of the **policy period** will not prejudice **you** or otherwise affect the coverage under this Coverage Part available to **you**, provided such failure or omission by **you** was not intentional or grossly negligent.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 20

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach



Administered by Hiscox Inc.
520 Madison Avenue 32nd Floor, New York, NY 10022
(646) 452-2353

Endorsement 21

NAMED INSURED: Stateside APM

E6853.1 Unintentional Failure to Give First Notice Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following is added to the end of Section V. Other provisions affecting coverage, A. Notifying us of claims, occurrences, or offenses:

Your unintentional failure to give **us** first notification of any **claim, occurrence**, or offense which may result in a **claim** will not invalidate the coverage under this Coverage Part available to **you**, provided such failure was because **you** inadvertently first notified another insurance carrier, and **you** report any such **claim, occurrence**, or offense which may result in a **claim** as soon as possible once **you** become aware of such error.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 21

Processed Date: 04/05/2017

Hiscox Inc.

Authorized Representative
Carl Bach

Endorsement 22

NAMED INSURED: Stateside APM

E6858.2 Limitation of Coverage to Designated Premises Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

SCHEDULE**Location(s) of All Premises You Own, Rent, or Occupy:**

	Building Number:	Designated Location Address:	Occupancy:	Unit Number:	Square Footage:
1.					
2.					
3.					
4.					
5.					
6.					
7.					

This Coverage Part applies only to **medical expenses**, or any **claim** for **bodily injury**, **property damage**, or **personal and advertising injury**, based upon or arising out of:

- the ownership, maintenance, or use of the location(s) specified in the Schedule above; or
- any operations performed on the location(s) specified in the Schedule above or any other operations which are necessary or incidental to the ownership, maintenance, or use of such location(s).

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 22

Processed Date: 04/05/2017

Hiscox Inc.



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Carl Bach

Endorsement 23

NAMED INSURED: Stateside APM

E6999.2 Construction Operations Exclusion Endorsement

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

The following exclusion is added to the end of Section VI. Exclusions – What is not covered, A. Bodily injury and property damage exclusions:

Construction CO-1. **bodily injury or property damage** included in the **products** operations **completed operations hazard** and arising out of **your work** performed in connection with new construction projects, including but not limited to multi-unit residential subdivisions, tract homes, master planned residential communities, residential condominiums, residential townhomes, or residential duplexes.

Endorsement effective: 03/31/2017

Certificate No.: MPL1934916.17

Endorsement No: 23

Processed Date: 04/05/2017

Hiscox Inc.



Authorized Representative
Carl Bach

Hiscox is committed to complying with trade and economic sanctions. To that end:

- I. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.
- II. The U.S. Department of Treasury Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions policy based on Presidential declarations of national emergency. OFAC has identified and listed numerous foreign agents, front organizations, terrorists, and narcotics traffickers as Specially Designated Nationals (SDN's) and Blocked Persons. OFAC has also identified Sanctioned Countries. A list of Specially Designated Nationals, Blocked Persons and Sanctioned Countries may be found on the United States Treasury's web site <http://www.treas.gov/offices/enforcement/ofac/>.

Economic sanctions prohibit all United States citizens (including corporations and other entities) and permanent resident aliens from engaging in transactions with Specially Designated Nationals, Blocked Persons and Sanctioned Countries. Hiscox may not accept premium from or issue a policy to insure property of or make a claim payment to a Specially Designated National or Blocked Person. Hiscox may not engage in business transactions with a Sanctioned Country.

A Specially Designated National or Blocked Person is any person who is determined as such by the Secretary of Treasury.

A Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States.

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy may be rendered void from its inception with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

- (1) Any insured under this Policy, or any person or entity claiming the benefits of such insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to US economic trade sanctions;
- (2) Any claim or suit that is brought in a Sanctioned Country or by a Sanctioned Country government, where any action in connection with such claim or suit is prohibited by US economic or trade sanctions;
- (3) Any claim or suit that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to US economic or trade sanctions;
- (4) Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country government, where any activities related to such property are prohibited by US economic or trade sanctions; or
- (5) Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to US economic or trade sanctions.



ECONOMIC AND TRADE SANCTIONS POLICYHOLDER NOTICE

Please read your Policy carefully and discuss with your broker/agent or insurance professional. You may also visit the US Treasury's website at <http://www.treas.gov/offices/enforcement/ofac/>.



Policyholder Notice Complaints or Comments

Any complaints or comments may be sent:

- By Mail to:

Legal Department
Hiscox USA
520 Madison Avenue, 32nd Floor
New York, NY 10022; or

- By Email to:

us_helpdesk_rfl@hiscox.com

I. Our promise to you

In consideration of the premium charged, and in reliance on the statements made and information provided to **us**, **we** will pay **covered amounts** as defined in this policy, provided **you** properly notify **us** of **claims**, **breaches**, **events**, or **occurrences**, and meet **your** obligations to **us** in accordance with the terms of this policy.

II. Limits of liability

Regardless of the number of Coverage Parts **you** have purchased, the maximum **we** will pay for all **covered amounts** will be as follows:

- A. Coverage part limit
Each Coverage Part purchased will be subject to a **coverage part limit** (if one is stated in the Declarations), which is the maximum amount **we** will pay for all **covered amounts** under that Coverage Part, other than coverage enhancements or other items **we** have expressly agreed to pay in addition to the limit. The **coverage part limit** will be in excess of any applicable **retention**.
- B. Each claim limit
The Each Claim Limit identified in the Declarations is the maximum amount **we** will pay for all **covered amounts** for each covered **claim**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **claim** to which the sublimit applies. The Each Claim Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- C. Each breach limit
The Each Breach Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **breach**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **breach** or costs to which the sublimit applies. The Each Breach Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- D. Each occurrence limit
The Each Occurrence Limit identified in the Declarations (if **you** have purchased a relevant Coverage Part) is the maximum amount **we** will pay for all **covered amounts** for each covered **occurrence**, unless a lower sublimit is specified, in which case the sublimit is the maximum amount **we** will pay for the type of covered **occurrence** to which the sublimit applies. The Each Occurrence Limit, or any sublimit, will be in excess of any applicable **retention** and will be a part of, and not in addition to, any applicable **coverage part limit**.
- E. General liability coverage part limits
If **you** have purchased a General Liability Coverage Part, additional rules for applying limits are contained in Section IV. Limits of liability, of that Coverage Part.
- F. Related claims
All **related claims**, regardless of when made, will be treated as one **claim**, and all subsequent **related claims** will be deemed to have been made against **you** on the date the first such **claim** was made. If, by operation of this provision, the **claim** is deemed to have been made during any period when **we** insured **you**, it will be subject to only one **retention** and one Each Claim Limit regardless of the number of claimants, **insureds**, or **claims** involved.

III. Your obligations to us

- A. Named insured responsibilities
It will be the responsibility of the **named insured** (or, if there is more than one **named insured**, the first one listed on the Declarations) to act on behalf of all **insureds** with respect to the following:
 1. timely giving and receiving notice of cancellation or non-renewal;
 2. timely payment of premium;
 3. receipt of return premiums;
 4. timely acceptance of changes to this policy; and
 5. timely payment of **retentions**.

General Terms and Conditions

- B. Your duty to cooperate **You** must cooperate with **us** in the defense, investigation, and settlement of any **claim, potential claim, breach, event, occurrence**, or other matter notified to **us**, including but not limited to:
1. notifying **us** immediately if **you** receive any settlement demands or offers, and sending **us** copies of any demands, notices, summonses, or legal papers;
 2. submitting to examination and interrogation under oath by **our** representative and giving **us** a signed statement of **your** answers;
 3. attending hearings, depositions, and trials as **we** request;
 4. assisting in securing and giving evidence and obtaining the attendance of witnesses;
 5. providing written statements to **our** representative and meeting with such representative for the purpose of investigation and/or defense;
 6. providing all documents and information **we** may reasonably request, including authorizing **us** to obtain records; and
 7. pursuing **your** right of recovery from others.
- C. Your obligation not to incur any expense or admit liability **You** must not make any payment, incur any expense, admit any liability, or assume any obligation without **our** prior consent. If **you** do so, it will be at **your** own cost and expense.
- D. Your representations **You** warrant that all representations made and all materials submitted by **you** or on **your** behalf in connection with the **application** for this policy are true, accurate, and not misleading, and agree they were relied on by **us** and were material to **our** decision to issue this policy to **you**. If **we** learn any of the representations or materials were untrue, inaccurate, or misleading in any material respect, **we** are entitled to treat this policy as if it had never existed.

IV. Optional extension period

1. If **we** or the **named insured** cancel or non-renew this policy, then the **named insured** will have the right to purchase an optional extension period for the duration and at the percentage of the expiring premium stated in Item 5 of the Declarations. The optional extension period, if purchased, will start on the effective date of cancellation or non-renewal. However, the right to purchase an optional extension period will not apply if:
 - a. this policy is canceled by **us** for nonpayment of premium; or
 - b. the total premium for this policy has not been fully paid.
2. The optional extension period will apply only to **claims** that:
 - a. are first made against **you** and reported to **us** during the optional extension period; and
 - b. arise from **your professional services** performed, or a **breach**, offense, or **occurrence** that takes place, on or after the **retroactive date** but prior to the effective date of cancellation or non-renewal of this policy.
3. The additional premium will be fully earned at the inception of the optional extension period.
4. Notice of election and full payment of the additional premium for the optional extension period must be received by **us** within 30 days after the effective date of cancellation or non-renewal, otherwise any right to purchase the optional extension period will lapse.

The limits of liability applicable during any purchased optional extension period will be the remaining available **coverage part limit**. There will be no separate or additional limit of liability available for any purchased optional extension period.

The right to purchase an optional extension period will apply only to Coverage Parts **you** have purchased that include coverage written on a claims-made or loss occurring and discovered basis, and not to any Coverage Parts written on an occurrence basis.

V. Other provisions affecting coverage

- A. Alteration and assignment No change in, modification of, or assignment of interest under this policy will be effective unless made by written endorsement to this policy signed by **our** authorized representative.
- B. Bankruptcy or insolvency **Your** bankruptcy or insolvency will not relieve **us** of any of **our** obligations under this policy.
- C. Cancellation
1. This policy may be canceled by the **named insured** by giving written notice, which must include the date the cancellation will be effective, to **us** at the address stated in the Declarations.
 2. This policy may be canceled by **us** by mailing to the **named insured** by registered, certified, or other first class-mail, at the **named insured's** address stated in Item 1 of the Declarations, written notice which must include the date the cancellation will be effective. The effective date of the cancellation will be no less than 60 days after the date of the notice of cancellation, or ten days if the cancellation is due to nonpayment of premium.
 3. The mailing of the notice will be sufficient proof of notice, and this policy will terminate at the date and hour specified in the notice.
 4. If this policy is canceled by the **named insured**, **we** will retain the customary short rate proportion of the premium.
 5. If this policy is canceled by **us**, **we** will return a pro rata proportion of the premium.
 6. Payment or tender of any unearned premium by **us** will not be a condition precedent to the cancellation, but such payment will be made as soon as possible.
- D. Change in control
- If, during the **policy period**, the **named insured** consolidates with, merges into, or sells all or substantially all of its assets to any other person or entity, or any other person or entity acquires ownership or control of the **named insured**, then the **named insured** will provide **us** written notice no later than 30 days after the effective date of such change in control, together with any other information **we** may require.
- We** will not cancel this policy solely because of a change in control, but unless **you** and **we** agree in writing otherwise, after the effective date of any change in control, this policy will cover only **claims** arising from **professional services** performed, or **breaches**, offenses, or **occurrences** that took place, prior to the change in control.
- E. Coverage territory
- This policy will apply to **your professional services** performed, and **breaches**, offenses, **events**, or **occurrences** that take place, anywhere in the world, provided that any action, arbitration, or other proceeding (if **you** have purchased a relevant Coverage Part) is brought within the United States, its territories or possessions, or Canada.
- F. Estates, heirs, legal representatives, spouses, and domestic partners
- In the event of an **employee's** death or disability, this policy will also apply to **claims** brought against the **employee's**:
1. heirs, executors, administrators, trustees in bankruptcy, assignees, and legal representatives; or
 2. lawful spouse or lawful domestic partner;
- but only:
1. for a covered **claim** arising from the scope of the **employee's** work for **you**; or
 2. in connection with their ownership interest in property which the claimant seeks as recovery in a covered **claim** arising from the scope of the **employee's** work for **you**.
- G. False or fraudulent claims
- If any **insured** commits fraud in connection with any **claim**, **potential claim**, **breach**, offense, **event**, or **occurrence**, whether regarding the amount or otherwise, this insurance will become void as to that **insured** from the date the fraud is committed.

- H. Other insurance
- Any payment due under this policy is specifically excess of and will not contribute with any other valid and collectible insurance, unless such other insurance is written specifically as excess insurance over this policy. However, if **you** have purchased a General Liability Coverage Part, rules for how that Coverage Part will be treated when there is other valid and collectible insurance are contained in Section V. Other provisions affecting coverage, D. Other insurance, of that Coverage Part.
- If the same **claim** or **related claims**, **breach**, **event**, or **occurrence** is covered under more than one Coverage Part, **we** will pay only under one Coverage Part, which will be the Coverage Part that provides the most favorable coverage.
- I. Subrogation
- In the event of any payment by **us** under this policy, **we** will be subrogated to all of **your** rights of recovery to that payment.
- You** will do everything necessary to secure and preserve **our** subrogation rights, including but not limited to the execution of any documents necessary to allow **us** to bring suit in **your** name.
- You** will do nothing to prejudice **our** subrogation rights without **our** prior written consent.
- Any recovery first will be paid to **you** up to the amount of any **retention you** have paid, and then to **us** up to the amount of any **covered amounts we** have paid.
- J. Titles
- Titles of sections of and endorsements to this policy are inserted solely for convenience of reference and will not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

VI. Definitions applicable to all Coverage Parts

The following definitions apply to all Coverage Parts **you** have purchased. If the same term is defined here and in a Coverage Part, then the definition in the Coverage Part will govern the coverage provided under that Coverage Part.

- Application**
- means the signed application for the policy and any attachments and materials submitted with that application. If this policy is a renewal or replacement of a previous policy issued by **us**, **application** also includes all previous signed applications, attachments, and materials.
- Coverage part limit**
- means the amount stated in the Declarations as the aggregate limit applicable to each Coverage Part **you** have purchased which is subject to an aggregate limit.
- Covered amounts**
- means any amounts **we** have expressly agreed to pay under any Coverage Part **you** have purchased.
- Employee**
- means any past, present, or future:
1. employee (including any part-time, seasonal, leased, or temporary employee or any volunteer);
 2. partner, director, officer, or board member (or equivalent position); or
 3. independent contractor;
- of a **named insured**, but only while in the course of their performance of work or services on behalf of or at the direction of the **named insured**.
- Named insured**
- means the individual, corporation, partnership, limited liability company, limited partnership, or other entity identified in Item 1 of the Declarations.
- Policy period**
- means the period of time identified in Item 2 of the Declarations, and any optional extension period, if purchased.
- Professional services**
- means those services identified as Covered Professional Services under any Coverage Part on the Declarations containing such a description.

General Terms and Conditions

Related claims

means all **claims** that are based upon, arise out of, or allege:

1. a common fact, circumstance, situation, event, service, transaction, cause, or origin;
2. a series of related facts, circumstances, situations, events, services, transactions, sources, causes, or origins;
3. a continuous or repeated act, error, or omission in the performance of **your professional services**; or
4. the same **breach, occurrence**, or offense.

The determination of whether a **claim** is related to another **claim** or **claims** will not be affected by the number of claimants or **insureds** involved, causes of action asserted, or duties involved.

Retention

means the amount or time identified as such in the Declarations.

Retroactive date

means the date identified as such in the Declarations.

We, us, or our

means the Underwriters identified on the Declarations as issuing this policy.

You, your, or insured

means any individual or entity expressly described as an **insured** in any Coverage Part **you** have purchased.

I. What is covered

- A. Bodily injury and property damage **We** will pay up to the **coverage part limit** for **damages you** become legally obligated to pay because of **bodily injury** or **property damage** to which this Coverage Part applies, provided:
1. the **bodily injury** or **property damage** occurs during the **policy period**;
 2. the **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any **occurrence** and settle any **claim** that may result.
- B. Personal and advertising injury **We** will pay up to the Personal and Advertising Injury Limit stated in the Declarations for **damages you** become legally obligated to pay because of **personal and advertising injury** to which this Coverage Part applies, provided:
1. the **personal and advertising injury** is caused by an offense arising out of **your** business operations;
 2. the **personal and advertising injury** is caused by an offense committed in the **coverage territory** during the **policy period**; and
 3. **you** have paid the applicable **retention** stated in the Declarations.
- We** will have the right and duty to defend any **claim** seeking such **damages**, as set out in Section II. Defense and supplementary payments. **We** may, at **our** discretion, investigate any offense and settle any **claim** that may result.
- C. Medical payments Regardless of fault, **we** will pay up to the Medical Payments limit stated in the Declarations for **medical expenses** incurred by each person for **bodily injury** caused by an **accident** to which this Coverage Part applies, provided:
1. the **accident** takes place within the **coverage territory** and on premises rented to or owned by **you** or in connection with **your** business operations;
 2. the **accident** occurs during the **policy period**;
 3. the expenses are incurred and reported to **us** within one year of the date of the **accident**; and
 4. the person who sustained such **bodily injury** submits to examination, at **our** expense, by physicians of **our** choice as often as **we** reasonably require.

II. Defense and supplementary payments

- A. Claims against you With respect to any **claim** against **you** that **we** investigate, defend, or settle, **we** will pay:
1. **claim expenses we** incur with counsel of **our** choice to defend **you**;
 2. up to \$2,500 for the 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** coverage described in Section I. What is covered, A. Bodily injury and property damage, applies, but **we** will have no obligation to apply for or furnish any such bonds;
 3. the cost of bonds to release attachments, but only for bond amounts within the applicable limit. **We** will have no obligation to apply for or furnish any such bonds;
 4. reasonable expenses incurred by **you** at **our** request to assist **us** in the investigation or defense of such **claim**, including actual loss of earnings up to \$1,000 a day because of time off from work;

General Liability Coverage Part (Occurrence)

5. court costs taxed against **you** in the **claim**; however, costs do not include attorney fees or expenses;
6. prejudgment interest awarded against **you** on that part of any judgment **we** pay. If **we** make an offer to pay the applicable limit, **we** will not pay any prejudgment interest based on the period of time after the offer; and
7. 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.

B. Claims against your indemnitee

If **we** defend a **claim** against **you**, and **your** indemnitee is also named as a party to the **claim**, **we** will also defend such indemnitee if all of the following conditions are met:

1. the **claim** against the indemnitee seeks **damages** for which **you** have assumed the indemnitee's liability in an **insured contract**;
2. **you** have assumed the obligation to defend or pay for the defense of the indemnitee in the same **insured contract**;
3. this Coverage Part would apply to the liability **you** have assumed if the **claim** against the indemnitee had been made against **you**;
4. the allegations in the **claim** and the information **we** know about the **occurrence** are such that no conflict of interest appears to exist between **your** interests and **your** indemnitee's interests;
5. **you** and **your** indemnitee request that **we** conduct and control the defense of such indemnitee and agree **we** can assign the same counsel to defend both **you** and **your** indemnitee; and
6. **your** indemnitee agrees in writing to:
 - a. follow the requirements of Section III. Your obligations to us, B. Your duty to cooperate, of the General Terms and Conditions;
 - b. notify any other insurer whose coverage may be available to the indemnitee and cooperate with **us** with respect to coordinating any other insurance applicable to the indemnitee; and
 - c. authorize **us** to conduct and control the defense of the indemnitee.

Our obligation to make any payments under this Section II ends when **we** have used up the **coverage part limit**.

No **retention** will apply to amounts **we** pay under this Section II, and such payments will be in addition to, and not part of, the **coverage part limit**.

III. Who is an insured

In addition to the **named insured**, other persons or organizations may qualify as **insureds**, as stated below. For purposes of this Section III only, **you** means the **named insured**.

A. Sole proprietorships

If **you** are 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. However, if **you** die:

1. persons or organizations having proper temporary custody of **your** property are **insureds**, but only with respect to the maintenance or use of such property and only for acts until **your** legal representative has been appointed; and
2. **your** legal representative is an **insured**, but only with respect to his or her duties as **your** legal representatives. As such, they will assume **your** legal rights and duties under this Coverage Part.

B. Partnerships or joint ventures

If **you** are a duly organized partnership (including a limited liability partnership) or a joint venture, **your** members, partners, and their spouses are **insureds**, but only with respect to the conduct of **your** business.

General Liability Coverage Part (Occurrence)

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| C. Limited liability companies | If you are a duly organized limited liability company, your members and their spouses are insureds , but only with respect to the conduct of your business. Your managers are also insureds , but only with respect to their duties as your managers. |
| D. Other organizations | If you are an organization (including a professional corporation) other than a partnership, joint venture, or limited liability company, your directors and officers are insureds , but only with respect to their duties as your directors or officers . Your stockholders and their spouses are also insureds , but only with respect to their liability as your stockholders. |
| E. Trusts | If you are a trust, your trustees are insureds , but only with respect to their duties as your trustees. |
| F. Employees | Your employees are insureds , but only while in the course and scope of their employment by you or while performing duties related to the conduct of your business. |
| G. Volunteer workers | Your volunteer workers are insureds , but only while in the course and scope of their activities related to the conduct of your business performed on your behalf or at your direction. |
| H. Real estate managers | Persons (other than your employees) or organizations acting as your real estate managers are insureds , but only with respect to their duties as your real estate managers. |
| I. Amateur athletic participants | Any person representing you while participating in an amateur athletic activity you sponsor is an insured . However, no such person is an insured for: <ol style="list-style-type: none"> 1. bodily injury to: <ol style="list-style-type: none"> a. a co-participant, your employee, or your volunteer worker while also participating in the amateur athletic activity you sponsor; or b. you or any of your partners, members, or officers; or 2. property damage to property owned, occupied, or used by; rented to; or in the care, custody, or control of: <ol style="list-style-type: none"> a. a co-participant in the amateur athletic activity you sponsor, your employee, or your volunteer worker; or b. you or any of your partners, members, or officers. |
| J. Newly acquired or formed organizations | <p>If there is no other similar insurance available, any organization you acquire or form during the policy period, and in which you have majority ownership or interest at the time of an occurrence or offense covered by this Coverage Part, will qualify as an insured. This coverage is effective on the date of acquisition or formation and is afforded only until the 180th day after you acquire or form the organization, or the end of the policy period, whichever is earlier.</p> <p>There is no coverage for the acquired or formed organization for:</p> <ol style="list-style-type: none"> 1. bodily injury or property damage that occurred; or 2. personal or advertising injury arising out of an offense that was committed, before you acquired or formed the organization. <p>The acquired or formed organization is an insured only with respect to the conduct of your business.</p> |
| K. Additional insureds | <p>If you have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, the following persons or organizations are insureds:</p> <ol style="list-style-type: none"> 1. Any person or organization from whom you lease any premises, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to you. <p>However, there is no coverage for such additional insureds for any structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.</p> |

General Liability Coverage Part (Occurrence)

A person or organization's status as an additional insured under this subsection 1 ends when **you** cease to be a tenant in the premises.

2. Any person or organization for whom **you** are performing operations, but only with respect to liability arising out of:

- a. **your** acts or omissions or of those acting on **your** behalf; and
- b. the performance of **your** ongoing operations for the additional insured.

However, there is no coverage for such additional insureds for:

- a. **bodily injury, property damage, or personal and advertising injury** arising out of the rendering of or failure to render any professional architectural, engineering, or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings, or specifications; or
 - (2) supervisory, inspection, architectural, or engineering activities; or
- b. **bodily injury or property damage** occurring after:
 - (1) all work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or
 - (2) that portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

A person or organization's status as an additional insured under this subsection 2 ends when **your** operations for that additional insured are completed.

3. Any person or organization who sells or distributes **your products** (referred to in this subsection as "vendor"), but only with respect to **bodily injury or property damage** arising out of **your products** sold or distributed in the regular course of such vendor's business.

However, there is no coverage for such additional insureds for:

- a. **bodily injury or property damage** for which the vendor is legally obligated to pay **damages** because of liability assumed in a contract or agreement; however, this exclusion will not apply to liability the vendor would have in the absence of such contract or agreement;
- b. any express warranty unauthorized by **you**;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. any failure to make inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product;
- f. demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. products which, after distribution or sale by **you**, have been labeled or relabeled or used as a container, part, or ingredient of any other thing by or for the vendor;
- h. **bodily injury or property damage** arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf; however, this exclusion will not apply to:

General Liability Coverage Part (Occurrence)

- (1) repackaging when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (2) demonstration, installation, servicing, or repair operations performed at the vendor's premises in connection with the sale of the product; or
- (3) inspections, adjustments, tests, or servicing the vendor has either agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the product.

This insurance does not apply to any person or organization from whom **you** have acquired:

- a. products;
 - b. any ingredient or part of any product; or
 - c. any container containing any products.
4. Any person or organization from whom **you** lease any equipment, but only with respect to liability arising out of **your** maintenance, operation, or use of such equipment.
- A person or organization's status as an additional insured under this subsection 4 ends when the equipment lease expires, and this insurance will not apply to any **occurrence** or offense which takes place after such expiration.
5. Any other person or organization not included in 1 through 4 above, provided the contract or agreement:
- a. is currently in effect or becomes effective during the **policy period**; and
 - b. was executed before the **bodily injury** or **property damage** occurred or the offense out of which the **personal and advertising injury** arises was committed.

Coverage is available for additional insureds solely for their liability arising out of **your** negligence or of those acting on **your** behalf and not for any liability arising out of the sole negligence of the additional insured.

Notwithstanding anything to the contrary in the other insurance provisions in the General Terms and Conditions or in this Coverage Part, the coverage available under this Coverage Part to any additional insured will be primary and non-contributory, and any other insurance available to the additional insured for the same **claim** or **occurrence** will be specifically excess of the **coverage part limit**.

Notwithstanding anything to the contrary in the subrogation provision in the General Terms and Conditions, **we** agree to waive any right of recovery **we** may have against any additional insured because of payments **we** make for injury or damage arising out of:

1. the ownership, maintenance, or use of that part of any premises leased to **you**;
2. **your** ongoing operations; or
3. **your work** done under a contract with the additional insured and included in the **products-completed operations hazard**.

The limits of liability applicable to any additional insured are either the amounts specified in the contract or agreement requiring them to be added as an additional insured, or the limits identified in the Declarations, whichever is less, and such amounts will be a part of, and not in addition to, the **coverage part limit**.

IV. Limits of liability

The limits stated in the Declarations and the rules below will be the most **we** will pay regardless of the number of:

1. **insureds**;
 2. **claims** made or brought; or
 3. persons or organizations making or bringing **claims**.
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General Liability Coverage Part (Occurrence)

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| A. | Per location limit | The Per Location Limit identified in the Declarations is the most we will pay for all damages because of bodily injury and property damage occurring at each separate location where you perform business operations arising out of any one occurrence . This limit will apply only if an endorsement listing your separate locations is added to this Coverage Part. |
| B. | Products-completed operations limit | The Products-Completed Operations Limit identified in the Declarations is the most we will pay for all damages because of bodily injury and property damage included in the products-completed operations hazard arising out of any one occurrence . |
| C. | Personal and advertising injury limit | The Personal and Advertising Injury Limit identified in the Declarations is the most we will pay for all damages because of personal and advertising injury arising out of any one claim . |
| D. | Damage to premises limit | The Damage to Premises limit identified in the Declarations is the most we will pay for all damages because of property damage to any one premises while rented to you or temporarily occupied by you with permission of the owner. |
| E. | Elevator liability sublimit | An Elevator Liability Sublimit of \$25,000 is the most we will pay for all damages because of property damage resulting from the use of an elevator at premises you own, rent, or occupy and arising out of any one occurrence . |
| F. | Medical payments limit | The Medical Payments limit identified in the Declarations is the most we will pay for the sum of medical expenses for bodily injury sustained by any one person covered under Section I. What is covered, C. Medical payments. |

No **retention** will apply to amounts **we** pay under Section I. What is covered, C. Medical payments, and such amounts will be in addition to, and not part of, the **coverage part limit**.

All other limits described in this Section IV will be in excess of the **retention** and will be a part of, and not in addition to, the **coverage part limit**.

V. Other provisions affecting coverage

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| A. | Notifying us of claims, occurrences, or offenses | <ol style="list-style-type: none"> 1. You must give written notice to us of any claim made or brought against you as soon as possible, including the specifics of the claim and the date received. 2. You must give written notice to us of any occurrence or offense which may result in a claim as soon as possible. To the greatest extent possible, the notice must include: <ol style="list-style-type: none"> a. how, when, and where the occurrence or offense took place; b. the names and addresses of any injured persons and witnesses; and c. the nature and location of any injury or damage arising out of the occurrence or offense. <p>All such notifications must be in writing and include a copy of any claim, and must be submitted to us via the designated email address or mailing address identified in Item 6 of the Declarations.</p> |
| B. | Retention | Our obligation to pay any damages under this Coverage Part is in excess of the retention , which you must pay in connection with each covered occurrence or offense. The retention does not apply to claim expenses or any other payments we make under Section II. Defense and supplementary payments. |
| C. | Legal action against us | <p>No person or organization has a right under this Coverage Part:</p> <ol style="list-style-type: none"> 1. to join us as a party or otherwise bring us into a claim seeking damages from you; or 2. to sue us on this Coverage Part unless all of its terms and conditions have been fully complied with. |

General Liability Coverage Part (Occurrence)

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

D. Other insurance

For purposes of this Coverage Part, the Other insurance provision in Section V. Other provisions affecting coverage, of the General Terms and Conditions is replaced by the following:

If other valid and collectible insurance is available to **you** for a **claim we** would otherwise cover under this Coverage Part, **our** obligations are limited as follows:

1. Primary insurance - This Coverage Part is primary except when the Excess insurance provision below applies. If this Coverage Part is primary, **our** obligations are not affected unless any of the other insurance is also primary. Then, **we** will share with any other insurance by the method described in the Method of sharing provision below.
2. Excess insurance - This Coverage Part is excess over any other insurance, whether primary, excess, contingent, or on any other basis:
 - a. that provides fire, extended coverage, builder's risk, installation risk, or similar coverage for **your work**;
 - b. that applies to **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - c. if the loss arises out of aircraft, **autos**, or watercraft (to the extent not subject to Exclusion A. 1. Aircraft, autos, or watercraft);
 - d. that is insurance available to **you** because **you** have been added as an additional insured.

When this Coverage Part is excess, **we** have no duty to defend **you** against any **claim** if any other insurer has a duty to defend **you** against such **claim**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to **your** rights against those other insurers.

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

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not purchased or agreed specifically to apply in excess of this Coverage Part.

3. Method of sharing

If all of the other insurance permits contribution by equal shares, **we** will contribute by equal shares. Under this method, each insurer contributes equal amounts until it has paid its applicable limits or none of the loss remains, whichever occurs first.

If any 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 limits to the total applicable limits of all insurers.

E. Separation of insureds

Except with respect to the limits and any rights or duties specifically assigned to the **named insured**, this Coverage Part applies separately to each **insured** against whom a **claim** is made or brought.

VI. Exclusions – What is not covered

General Liability Coverage Part (Occurrence)

A. Bodily injury and property damage exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for:

Aircraft, autos, or watercraft

1. **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 **you**. Use includes operation and **loading and unloading**.

This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by **you**, if the **occurrence** causing the **bodily injury** or **property damage** involved the ownership, maintenance, use, or entrustment to others of any aircraft, **auto**, or watercraft owned or operated by or rented or loaned to **you**.

However, this exclusion will not apply to:

- a. watercraft while ashore on premises owned by or rented to **you**;
- b. watercraft **you** do not own, provided it is:
 - (1) less than 75 feet long; and
 - (2) not being used to transport persons or property for a charge;
- c. the parking of an **auto** on, or on the ways next to, premises owned by or rented to **you**, provided the **auto** is not owned by or rented or loaned to **you**;
- d. liability assumed in an **insured contract** for the ownership, maintenance, or use of an aircraft or watercraft by others;
- e. **bodily injury** or **property damage** arising out of:
 - (1) 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 financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (2) operation of the equipment described in 6.b or 6.c of the definition of **mobile equipment**; or
- f. aircraft **you** do not own. However, this Coverage Part will be excess over any other insurance that applies to such aircraft, whether primary, excess, contingent, or on any other basis, and the rules stated in Section V. Other provisions affecting coverage, D. Other insurance, 2. Excess insurance will apply.

Damage to impaired property or property not physically injured

2. **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 and conditions.

However, this exclusion will 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.

Damage to property

3. **property damage** to:

- a. property **you** own, rent, or occupy, including any costs or expenses incurred by **you** or any other person or organization 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 **your** care, custody, or control;

General Liability Coverage Part (Occurrence)

- 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.

Subsections a, c, and d of this exclusion will not apply to **property damage** (other than damage by fire) to premises (including the contents of the premises) rented to **you** for seven or fewer consecutive days. However, any payments **we** make for **property damage** to such property will be subject to the Damage to Premises Limit.

Subsection b of this exclusion will not apply if the premises are **your work** and were never occupied, rented, or held for rental by **you**.

Subsections c, d, e, and f of this exclusion will not apply to liability assumed under a sidetrack agreement.

Subsection f of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

Subsections c, d, and f of this exclusion will not apply to **property damage** arising out of the use of an elevator at premises **you** own, rent, or occupy. However, any payments **we** make for such **property damage** will be subject to the Elevator Liability Sublimit.

Subsection d of this exclusion will not apply to **property damage** to equipment **you** borrow while at a job site, but only if it is not being used by anyone to perform operations at the time of such **property damage**.

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| Damage to your product | 4. property damage to your product arising out of it or any part of it; however, this exclusion will not apply to property damage arising out of the use of an elevator at premises you own, rent, or occupy, but any payments we make for such property damage will be subject to the Elevator Liability Sublimit. |
| Damage to your work | 5. property damage to your work arising out of it or any part of it and included in the products-completed operations hazard ; however, this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor. |
| Expected or intended Injury | 6. bodily injury or property damage expected or intended from the standpoint of any insured ; however, this exclusion will not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property. |
| Injury to employee | <p>7. a. bodily injury to your employee arising out of and in the course and scope of employment by you or while performing duties related to the conduct of your business; or</p> <p>b. bodily injury to the spouse, child, parent, brother, or sister of such employee as a consequence of any bodily injury described in paragraph 7.a above.</p> <p>This exclusion will apply:</p> <ul style="list-style-type: none"> a. whether you may be liable as an employer or in any other capacity; and b. to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs 7.a and 7.b above. <p>However, this exclusion will not apply to:</p> <ul style="list-style-type: none"> a. liability for damages you assume in an insured contract; or b. bodily injury arising out of and in the course and scope of domestic employment by you, unless benefits for such injury are in whole or in part either payable or required to be provided under any workers' compensation law. |
| Liquor liability | <p>8. bodily injury or property damage for which you may be held liable by reason of:</p> <ul style="list-style-type: none"> a. causing or contributing to the intoxication of any person; |

General Liability Coverage Part (Occurrence)

- b. furnishing 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, gifting, distribution, or use of alcoholic beverages.

However, this exclusion will apply only if **you** are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Mobile equipment

9. **bodily injury or property damage** arising out of:

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

Prior knowledge

10. **bodily injury or property damage** which:

- a. **you**;
- b. any **insured** listed in A through E of Section III. Who is an insured; or
- c. any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**, knew had occurred prior to the **policy period**.

Any continuation, change, or resumption of any such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

Bodily injury or **property damage** will be deemed to be known if **you**, any **insured** listed in A through E of Section III. Who is an insured, or any **employee** authorized by **you** to give or receive notice of an **occurrence** or **claim**:

- a. reports all or any part of the **bodily injury** or **property damage** to **us** or any other insurer;
- b. receives a **claim** because of the **bodily injury** or **property damage**; or
- c. becomes aware by any other means that the **bodily injury** or **property damage** has occurred or has begun to occur.

Exclusions 1, 2, 3, 4, 5, 8, and 9 of this Section A do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner's permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

B. Personal and advertising injury exclusions

We will have no obligation to pay any sums under this Coverage Part, including any **damages** or **claim expenses**, for any **claim** for **personal and advertising injury**:

Breach of contract

- 1. based upon or arising out of any breach of contract, except an implied contract to use another's advertising idea in **your advertisement**.

Failure to conform to statements

- 2. based upon or arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in **your advertisement**.

Insureds in media and internet type businesses

- 3. committed by any **insured** whose business is:
 - a. advertising, broadcasting, publishing, or telecasting;
 - b. designing or determining content of websites for others; or
 - c. an internet search, access, content, or service provider.

However, this exclusion will not apply to **personal and advertising injury** caused by:

- a. false arrest, detention, or imprisonment;
- b. malicious prosecution; or

General Liability Coverage Part (Occurrence)

- 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.

For 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.

- | | |
|---|--|
| Knowing violation of rights of another | 4. caused by you or at your direction with knowledge the act would violate the rights of another and would inflict personal and advertising injury . |
| Material published prior to policy period | 5. based upon or arising out of oral or written publication of material whose first publication took place prior to the policy period . |
| Material published with knowledge of falsity | 6. based upon or arising out of oral or written publication of material by you or at your direction with knowledge of its falsity. |
| Unauthorized use of another's name or product | 7. based upon or arising out of any actual or alleged unauthorized use of another's name or product in your email address, domain name, metatag, or any similar tactics to mislead another's potential customers. |
| Wrong description of prices | 8. based upon or arising out of any actual or alleged wrong description of the price of goods, products, or services stated in your advertisement . |

C. Medical payments exclusions

We will have no obligation to pay any sums under Section I. What is covered, C. Medical payments for **medical expenses** for **bodily injury**:

- | | |
|---------------------------------------|--|
| Athletic activities | 1. to any person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests; however, this exclusion will not apply to a person who is not an insured injured while participating in an amateur athletic activity you sponsor. |
| Injury on normally occupied premises | 2. to any person injured on that part of any premises you own or rent that the person normally occupies. |
| Injury to you | 3. to you or any person hired to work for or on behalf of you or your tenant; however, this exclusion will not apply to a volunteer worker . |
| Products-completed operations hazard | 4. included in the products-completed operations hazard . |
| Workers' compensation or similar laws | 5. to any person, whether or not your employee , if benefits for such bodily injury are payable or must be provided under any workers' compensation, disability benefits, or any similar law. |

D. Exclusions applicable to the entire general liability coverage part

We will have no obligation to pay any sums under this Coverage Part for **medical expenses**, or for any **claim**, including any **damages** or **claim expenses**, for **bodily injury**, **property damage**, or **personal and advertising injury**:

- | | |
|-------------------|--|
| Asbestos | 1. based upon or arising out of the actual or alleged mining, processing, manufacturing, use, testing, ownership, sale, or removal of asbestos, asbestos fibers, or material containing asbestos; exposure to asbestos, asbestos fibers, or materials containing asbestos; or the provision of instructions, recommendations, notices, warnings, supervision, or advice given, or which should have been given, in connections with asbestos, asbestos fibers, or structures or materials containing asbestos. |
| Biological agents | 2. based upon or arising out of: <ul style="list-style-type: none"> a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of biological agents; or b. any: |

General Liability Coverage Part (Occurrence)

- (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of any **biological agents**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of any **biological agents**.
- Communicable disease

3. based upon or arising out of the actual or alleged transmission of a communicable disease. This exclusion will apply even if the **claim** against **you** alleges negligence or other wrongdoing in the:

 - a. supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
 - b. testing for a communicable disease;
 - c. failure to prevent the spread of the disease; or
 - d. failure to report the disease to authorities.
- Contractual liability

4. for which **you** are legally obligated to pay as **damages** because of liability assumed in a contract or agreement. However, this exclusion will not apply to liability for **damages**:

 - a. **you** would have in the absence of such contract or agreement; or
 - b. assumed in an **insured contract**, provided the **bodily injury, property damage, or personal and advertising injury** occurs after such contract or agreement has been fully executed.
- Crime or fraud

5. based upon or arising out of any actual or alleged criminal or fraudulent conduct committed by **you**, at **your** direction, or with **your** consent or knowledge.
- Electronic chatrooms, bulletin boards, or websites

6. based upon or arising out of an electronic chatroom, bulletin board, or website **you** host, own, or over which **you** exercise control.
- Electronic data

7. based upon or arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.
- Employment related liability

8. based upon or arising out of any actual or alleged:

 - a. obligation under any workers' compensation, unemployment compensation, employers' liability, fair labor standards, labor relations, wage and hour, or disability benefit law, including any similar provisions of any federal, state, or local statutory or common law;
 - b. liability or breach of any duty or obligation owed by **you** as an employer or prospective employer; or
 - c. harassment, wrongful termination, retaliation, or discrimination, including but not limited to adverse or disparate impact,

including any resulting **damages** sustained at any time by the brother, child, parent, sister, or spouse of such person as a consequence of the above.

This exclusion will apply:

 - a. whether **you** may be liable as an employer or in any other capacity; and
 - b. to any obligation to share **damages** with or repay someone else who must pay **damages** because of any of the above.
- Fair credit

9. based upon or arising out of any actual or alleged violation of the Fair Credit Reporting Act and/or Fair and Accurate Credit Transactions Act, both as may be amended, or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S.

Intellectual property

10. based upon or arising out of any actual or alleged infringement, use, or disclosure of any intellectual property, including but not limited to copyright, trademark, trade dress, patent, service mark, service name, title, or slogan, or any publicity rights violations, cyber squatting violations, moral rights violations, any act of passing-off, or any misappropriation of trade secret.

However, this exclusion will not apply to:

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

Lead

11. based upon or arising out of:
- a. the actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**;
 - b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.

Pollution

12. based upon or arising out of:
- a. the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants**:
 - (1) at or from any premises, site, or location which is or was at any time owned or occupied by or rented or loaned to **you**; however, this subsection will not apply to:
 - (a) **bodily injury** if sustained within a building and caused by smoke, fumes, vapor, or soot 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;
 - (b) **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 the 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
 - (c) **bodily injury** or **property damage** arising out of heat, smoke, or fumes from a **hostile fire**;
 - (2) at or from any premises, site, or location which is or was at any time used by **you** or any other person or organization for the handling, storage, disposal, processing, or treatment of waste;
 - (3) which are or were at any time transported, handled, stored, disposed of, processed, or treated as waste by or for **you** or for any person or organization for whom **you** are legally liable;
 - (4) at or from any premises, site, or location on which **you** or any contractor or subcontractor working directly or indirectly on **your** behalf is performing operations, if the **pollutants** are brought onto the premises, site, or location in connection with such operations by **you** or **your** contractor or subcontractor. However, this subsection will not apply to:
 - (a) **bodily injury** or **property damage** arising out of the escape of fuels, lubricants, or other operating fluids necessary 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 will 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 operating fluids are brought onto the premises, site, or location with the intent that they be discharged, dispersed, or released as part of the operations being performed by **you** or **your** contractor or subcontractor;

- (b) **bodily injury or property damage** sustained within a building and caused by the release of gases, fumes, or vapors from materials brought into that building in connection with operations being performed by **you** or **your** contractor or subcontractor; or
- (c) **bodily injury or property damage** arising out of heat, smoke, or fumes from a **hostile fire**; or
- (5) at or from any premises, site, or location on which **you** or any contractors or subcontractors working directly or indirectly **your** 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**; or
- b. any:
 - (1) request, demand, or order that **you** or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effect of **pollutants**; or
 - (2) **claim** or other proceeding by or on behalf of a governmental authority or others for the 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 subsection will not apply to liability for **damages** because of **property damage** **you** would have in the absence of such request, demand, order, **claim**, or other proceeding by or on behalf of a governmental authority.

Privacy

- 13. based upon or arising out of any actual or alleged:
 - a. unauthorized acquisition, access, use, or disclosure of, improper collection or retention of, or failure to protect any non-public personally identifiable information or confidential corporate information that is in **your** care, custody, or control; or
 - b. violation of any privacy law or consumer data protection law protecting against the use, collection, or disclosure of any information about a person or any confidential corporate information.

Professional services

- 14. based upon or arising out of **your** actual or alleged performance of or failure to perform **professional services**.

Recall of products, work, or impaired property

- 15. based upon or arising out of 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.

Silica

- 16. based upon or arising out of any actual, alleged, or threatened exposure to, inhalation of, or contact with silicon dioxide, silica products, silica fibers, silica dust, any silica byproducts, or silica, whether alone or in combination with any substance, product, or material.

- Unsolicited telemarketing 17. based upon or arising out of any actual or alleged violation of any federal, state, or local statutes, ordinances, or regulations relating to unsolicited telemarketing, solicitations, emails, faxes, text messages, or any other communications of any type or nature, including but not limited to the Telephone Consumer Protection Act, CAN-SPAM Act, or any “anti-spam” or “do-not-call” statutes, ordinances, or regulations.

Exclusions 8, 12, and 15 of this Section D do not apply to damage by fire to premises while rented to **you** or temporarily occupied by **you** with the owner’s permission. However, any payments **we** make for **property damage** to such premises will be subject to the Damage to Premises Limit.

VII. Definitions

The following definitions apply to this Coverage Part. Additional definitions are contained in the General Terms and Conditions, Section VI. Definitions applicable to all Coverage Parts.

Accident

means a sudden and unintended event that causes **bodily injury** to a third party. This definition applies only to coverage provided under Section I. What is covered, C. Medical payments.

Advertisement

means a notice about **your** goods, products, or services that is published or broadcast to the general public or a specific market segment for the purpose of attracting customers or supporters. For purposes of this definition:

1. notices that are published include material placed on the internet or on other similar electronic means of communication; and
2. with regard to websites, only that part of the website that is about **your** goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.

Auto

means:

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

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

Biological agents

means any:

1.
 - a. bacteria;
 - b. mildew, mold, or fungi;
 - c. other microorganisms; or
 - d. mycotoxins, spores, or other byproducts of any of the foregoing;
2. viruses or other pathogens (whether or not a microorganism); or
3. colony or group of any of the foregoing.

Bodily injury

means physical injury, sickness, or disease sustained by a person, including resulting death, humiliation, mental injury, mental anguish, emotional distress, suffering, or shock, at any time. All such resulting injury will be deemed to occur at the time of the physical injury, sickness, or disease that caused it.

Claim

means any:

1. written assertion of liability;
2. written demand for **damages**; or
3. civil proceeding seeking **damages**,

for **bodily injury**, **property damage**, or **personal and advertising injury** to which this Coverage Part applies. This includes an arbitration proceeding or any other alternative dispute resolution proceeding in which such **damages** are sought and to which **you** submit with **our** consent.

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Claim expenses	means all reasonable and necessary fees, costs, and expenses (including the fees of attorneys and experts) incurred in the investigation, defense, or appeal of a claim .
Coverage territory	means anywhere in the world, but this Coverage Part will apply only to a claim brought in the United States, its territories or possessions, or Canada.
Damages	<p>means any monetary amount you are ordered to pay by a court, or by an arbitrator in an arbitration to which we have consented.</p> <p>However, damages does not include any civil, regulatory, or criminal fines, restitution, disgorgement, sanctions, taxes, or penalties, including those imposed by any federal, state, or local governmental authority, or any multiple, punitive, or exemplary damages.</p> <p>Damages because of bodily injury includes care, loss, or services, or death resulting at any time from the bodily injury.</p>
Employee	means any person employed by you , including any leased worker , but does not include a temporary worker .
Hostile fire	means a fire that becomes uncontrollable or breaks out from where it was intended to be.
Impaired property	<p>means tangible property, other than your product or your work, that cannot be used or is less useful because:</p> <ol style="list-style-type: none"> 1. it incorporates your product or your work that is known or thought to be defective, deficient, inadequate, or dangerous; or 2. you have failed to fulfill the terms or conditions of a contract or agreement; <p>if such property can be restored to use by:</p> <ol style="list-style-type: none"> 1. the repair, replacement, adjustment, or removal of your product or your work; or 2. your fulfilling the terms or conditions of the contract or agreement.
Insured contract	<p>means:</p> <ol style="list-style-type: none"> 1. a contract for the lease of premises, but not any portion of the lease 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; 2. a sidetrack agreement; 3. an easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad; 4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; 5. an elevator maintenance agreement; or 6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another to pay damages sustained by a third party to which this Coverage Part would apply. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. <p>However, an insured contract does not include that part of any contract or agreement:</p> <ol style="list-style-type: none"> 1. that indemnifies a railroad for bodily injury or property damage arising out of construction or demolition operations on or within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing; 2. that indemnifies an architect, engineer, or surveyor for damages arising out of: <ol style="list-style-type: none"> a. preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs, or specifications; or b. giving or failure to give directions or instructions, if that is the primary cause of the injury or damage; or

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3. under which an **insured** who is an architect, engineer, or surveyor assumes the liability for injury or damage arising out of the **insured's** rendering of or failure to render professional services of any kind.

Lead

means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Leased worker

means any person leased to **you** by a labor leasing firm to perform duties related to the conduct of **your** business. However, **leased worker** does not include a **temporary worker**.

Loading or unloading

means the handling of property:

1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto**, or watercraft;
2. while it is in or on an aircraft, **auto**, or watercraft; or
3. while it is being moved from an aircraft, **auto**, or watercraft to the place where it is finally delivered.

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, **auto**, or watercraft.

Medical expenses

means reasonable expenses for necessary:

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

Mobile equipment

means any of the following types of land vehicles, including any attached machinery or equipment:

1. bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises owned by or rented to **you**;
3. vehicles that travel on crawler treads;
4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers, or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers, or rollers;
5. vehicles not described in 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers; and
6. vehicles not described in 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, **mobile equipment** does not include self-propelled vehicles with the following types of permanently attached equipment:
 - a. equipment designed primarily for:
 - (1) snow removal;
 - (2) road maintenance, but not construction or resurfacing; or
 - (3) street clearing or cleaning;
 - b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; or

General Liability Coverage Part (Occurrence)

- c. air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well-servicing equipment.

Instead, vehicles described in a, b, or c above will be considered **autos**.

Occurrence

means an accident arising out of **your** business operations, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

means a person holding any of the officer positions created by an organization's charter, constitution, by-laws, or any other similar governing documents.

Personal and advertising injury

means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

1. false arrest, detention, or imprisonment;
2. malicious prosecution;
3. 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;
4. 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;
5. oral or written publication, in any manner, of material that violates a person's right to privacy;
6. the use of another's advertising idea in **your advertisement**; or
7. infringement of copyright, trademark, trade dress, or slogan in **your advertisement**.

Pollutants

means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, dust, nanoparticles, fibers, soot, ash, fumes, acids, alkalis, chemicals, and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Products-completed operations hazard

1. includes all **bodily injury** and **property damage** taking place away from premises owned, occupied by, loaned, or rented to **you** and arising out of **your product** or **your work**, except:
 - a. products that are still in **your** physical possession; or
 - b. work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in **your** contract or agreement has been completed;
 - (2) when all of the work to be performed at the site has been completed, if **your** contract or agreement calls for work at more than one site; or
 - (3) when that part of the work completed at a 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; and
2. does not include **bodily injury** or **property damage** arising out of:
 - a. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to **you** and that condition was created by the **loading or unloading** of that vehicle by **you**; or
 - b. the existence of tools, uninstalled equipment, or abandoned or unused materials.

Professional services

means professional services customarily provided by an architect, engineer, surveyor, physician, surgeon, dentist, or other healthcare provider, accountant, insurance agent/broker, investment advisor, securities broker/dealer, or attorney, or any other services identified as Covered Professional Services in the Declarations.

General Liability Coverage Part (Occurrence)

Property damage

means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **occurrence** that caused it.

Tangible property does not include any software, data, or other information in electronic form.

Retention

means the amount stated as such under the General Liability Coverage Part section of the Declarations.

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. **Temporary worker** does not include **leased worker**.

Volunteer worker

means a person who is not **your employee**, and who donates his or her work and acts at **your** direction 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**.

You, your, or insured

means the **named insured** and any other person or organization expressly described as an **insured** in Section III. Who is an insured.

Your product

1. means any:
 - a. goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
 - (1) **you**;
 - (2) others trading under **your** name; or
 - (3) a person or organization whose assets or business **you** have acquired; and
 - b. containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products;
2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your product**; and
 - b. the providing of or failure to provide instructions or warnings; and
3. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Your work

1. means:
 - a. work or operations performed by **you** or on **your** behalf; and
 - b. materials, parts, or equipment furnished in connection with such work or operations; and
2. includes:
 - a. representations or warranties made at any time with respect to the durability, fitness, performance, quality, or use of **your work**; and
 - b. the providing of or failure to provide instructions or warnings.