

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

Credit Insurance Division

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY DECLARATIONS
PENNSYLVANIA**

Policy Number: 1518060100

Named Insured: Stateside APM
Mailing Address: 6445 Citation Dr., Ste F
Clarkston, MI 48346

Surplus Lines Agent Name: Gary Dudley
Mailing Address: 9311 San Pedro, Ste 600
San Antonio, TX 78216
License Number: 415613

POLICY PERIOD

Effective Date: June 01, 2018 **Expiration Date:** June 01, 2019

12:01 A.M. Local Standard Time at the address of the Named Insured

Producing Agent Name: Southwest Business Corporation
Insurance Services
Mailing Address: 9311 San Pedro, Ste 600
San Antonio, TX 78216
Agent Number: S27586

COVERAGE TYPE	MAXIMUM LIMIT OF LIABILITY (AMOUNT OF INSURANCE)	PREMIUM/RATE
Residential Property and Vacant Land Liability	\$1,000,000 / \$2,000,000 AGGREGATE	\$120.00 Annually per Property
Commercial Property and Vacant Land Liability	\$1,000,000 / \$2,000,000 AGGREGATE	\$300.00 Annually per Property
Personal and Advertising Injury Limit	\$1,000,000	
Subject to policy terms, conditions and exclusions:		
Damage Caused by Fire	\$50,000 for covered expenses	
Medical Expenses	\$5,000 for covered expenses per person	

Coverage All coverages, terms and conditions are set forth in this Investor Property Commercial General Liability Declaration and in the attached policy forms. The insurance afforded is only with respect to such of the described coverages as are indicated by a specific premium charge or charges. The limit of our liability against each such coverage shall be as stated herein, subject to all the terms of this Declarations having referenced thereto.

Limit of Liability The maximum limit of liability (amount of insurance) for each coverage type shall be as stated herein, subject to all the terms of this Declarations having reference thereto.

SURPLUS LINES TAXES, FEES, SURCHARGES AND ASSESSMENTS

Surplus Lines Premium Tax: 3.00%

Surplus Lines Stamping Fee: \$20 per policy

Surplus Lines Disclosure The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Policy Forms & Endorsements

- Investor Property Commercial General Liability Policy
- Asbestos Liability Exclusion Endorsement
- Communicable Disease Exclusion Endorsement
- Employment Related Practices Exclusion Endorsement
- Financial Endeavors Exclusion Endorsement
- Insured Premises and Operations Endorsement
- Lead-Hazardous Properties Exclusion Endorsement
- Nuclear Energy Liability Exclusion Endorsement
- Products Completed Operations Exclusion Endorsement
- Punitive Damages Exclusion Endorsement
- Vacant Land Liability Coverage Endorsement
- Independent Contractor Exclusion Endorsement
- Certain Properties Exclusion Endorsement
- Tenants Exclusion Endorsement
- Habitability Violation Exclusion Endorsement
- Animal, Reptile & Insect Exclusion Endorsement

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY POLICY

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

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

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

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

SECTION I - COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. INSURING AGREEMENT:

- a. We will pay those sums that the **insured** becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the **insured** against any **suit** seeking those damages. However, we will have no duty to defend the **insured** against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at **our** discretion, investigate any **occurrence** and settle any claim or **suit** that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits of Insurance; and
 - (2) **Our** right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to **bodily injury** and **property damage** only if:
- (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;
 - (2) The **bodily injury** or **property damage** occurs during the policy period; and
 - (3) Prior to the policy period, no **insured** listed under Paragraph 1. of Section II – Who Is An Insured and no **employee** authorized by **you** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed **insured** or authorized **employee** knew, prior to the policy period, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the policy period will be deemed to have been known prior to the policy period.
- c. **Bodily injury** or **property damage** which occurs during the policy period and was not, prior to the policy period, known to have occurred by any **insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by **you** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the policy period.
- d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **insured** listed under Paragraph 1. of Section II – Who Is An Insured or any **employee** authorized by **you** to give or receive notice of an **occurrence** or claim:
- (1) Reports all, or any part, of the **bodily injury** or **property damage** to **us** or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the **bodily injury** or **property damage**; or
 - (3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- e. **Damages** because of **bodily injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. EXCLUSIONS:

This insurance does not apply to:

a. **Expected or Intended Injury:**

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

b. **Contractual Liability:**

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

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

c. **Liquor Liability:**

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

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

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

d. **Workers' Compensation and Similar Laws:**

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

e. **Employer's Liability:**

Bodily injury to:

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

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

f. **Pollution:**

(1) **Bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**. However, this subparagraph does not apply to:
 - (i) **Bodily injury** if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests
 - (ii) **Bodily injury or property damage** for which **you** may be held liable, if **you** are a contractor and the owner or lessee of such premises, site or location has been added to **your** policy as an additional **insured** with respect to **your** ongoing operations performed for that additional **insured** at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured**, other than that additional **insured**; or
 - (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**;

- (b) At or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any **insured**; or
 - (ii) Any person or organization for whom **you** may be legally responsible; or
- (d) At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor.
However, this subparagraph does not apply to:
 - (i) **Bodily injury or property damage** arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **bodily injury or property damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such **insured**, contractor or subcontractor;
 - (ii) **Bodily injury or property damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **you** or on **your** behalf by a contractor or subcontractor; or
 - (iii) **Bodily injury or property damage** arising out of heat, smoke or fumes from a **hostile fire**.
- (e) At or from any premises, site or location on which any **insured** or any contractors or subcontractors working directly or indirectly on any **insured's** behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or
 - (b) Claim or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

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

g. **Aircraft, Auto or Watercraft:**

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

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

This exclusion does not apply to:

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

- h. **Mobile Equipment:**
Bodily injury or property damage arising out of:
- (1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any **insured**; or
 - (2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.
- i. **War:**
Bodily injury or property damage, however caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- j. **Damage to Property:**
Property damage to:
- (1) Property **you** own, rent, or occupy, including any costs or expenses incurred by **you**, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
 - (2) Premises **you** sell give away or abandon, if the **property damage** arises out of any part of those premises;
 - (3) Property loaned to **you**;
 - (4) Personal property in the care, custody or control of the **insured**;
 - (5) That particular part of real property on which **you** or any contractors or subcontractors working directly or indirectly on **your** behalf are performing operations, if the **property damage** arises out of those operations; or
 - (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to **you** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

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

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

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

- k. **Damage to Your Product:**
Property damage to **your product** arising out of it or any part of it.
- l. **Damage to Your Work:**
Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
- This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on **your** behalf by a subcontractor.
- m. **Damage to Impaired Property or Property Not Physically Injured:**
Property damage to **impaired property** or property that has not been physically injured, arising out of:
- (1) A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
 - (2) A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.
- This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.
- n. **Recall of Products, Work or Impaired Property:**
Damages claimed for any loss, cost or expense incurred by **you** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
- (1) **Your product**;
 - (2) **Your work**; or
 - (3) **Impaired property**;

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

o. **Personal and Advertising Injury:**

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

p. **Electronic Data:**

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

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

q. **Distribution of Material in Violation of Statutes:**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

r. **Abuse or Molestation:**

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. INSURING AGREEMENT:

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

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

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

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

2. EXCLUSIONS:

This insurance does not apply to:

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

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

- b. **Material Published With Knowledge of Falsity:**
Personal and advertising injury arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.
- c. **Material Published Prior to Policy Period:**
Personal and advertising injury arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.
- d. **Criminal Acts:**
Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.
- e. **Contractual Liability:**
Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- f. **Breach of Contract:**
Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your advertisement.
- g. **Quality or Performance of Goods – Failure to Conform to Statements:**
Personal and advertising injury arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your advertisement.
- h. **Wrong Description of Prices:**
Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your advertisement.
- i. **Infringement of Copyright, Patent, Trademark or Trade Secret:**
Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your advertisement. However, this exclusion does not apply to infringement, in your advertisement, of copyright, trade dress or slogan.
- j. **Insureds in Media and Internet Type Businesses:**
Personal and advertising injury committed by an insured whose business is:
 - (1) Advertising, broadcasting, publishing or telecasting;
 - (2) Designing or determining content of web-sites for others; or
 - (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of personal and advertising injury under Section V - Definitions.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.
- k. **Electronic Chat-Rooms or Bulletin Boards:**
Personal and advertising injury arising out of an electronic chat-room or bulletin board the insured hosts, owns, or over which the insured exercises control.
- l. **Unauthorized Use of Another's Name or Product:**
Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- m. **Pollution:**
Personal and advertising injury arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

n. **Pollution-Related:**

Any loss, cost or expense arising out of any:

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

o. **War:**

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

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

p. **Distribution of Material in Violation of Statutes:**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

q. **Abuse or Molestation:**

Personal and advertising injury arising out of:

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

COVERAGE C – MEDICAL PAYMENTS

1. INSURING AGREEMENT:

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

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

Provided that:

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

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

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

2. **EXCLUSIONS:**

We will not pay expenses for **bodily injury** to:

- a. **Any Insured:**
Any **insured**, except **volunteer workers**.
- b. **Hired Person:**
A person hired to do work for or on behalf of any **insured** or a tenant of any **insured**.
- c. **Injury on Normally Occupied Premises:**
A person injured on that part of premises **you** own or rent that the person normally occupies.
- d. **Workers Compensation and Similar Laws:**
A person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities:**
A person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.
- f. **Products-Completed Operations Hazard:**
Included within the **products-completed operations hazard**.
- g. **Coverage A Exclusions:**
Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

These payments will not reduce the limits of insurance.

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

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

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

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

SECTION II – WHO IS AN INSURED

1. If **you** are designated in the Declarations as:
 - a. An individual, **you** and **your** spouse are **insureds**, but only with respect to the conduct of a business of which **you** are the sole owner.
 - b. A partnership or joint venture, **you** are an **insured**. **Your** members, **your** partners, and their spouses are also **insureds**, but only with respect to the conduct of **your** business.
 - c. A limited liability company, **you** are an **insured**. **Your** members are also **insureds**, but only with respect to the conduct of **your** business. **Your** managers are **insureds**, but only with respect to their duties as **your** managers.
 - d. An organization other than a partnership, joint venture or limited liability company, **you** are an **insured**. **Your executive officers** and directors are **insureds**, but only with respect to their duties as **your** officers or directors. **Your** stockholders are also **insureds**, but only with respect to their liability as stockholders.
 - e. A trust, **you** are an **insured**. **Your** trustees are also **insureds**, but only with respect to their duties as trustees.
2. Each of the following is also an **insured**:
 - a. **Your volunteer workers** only while performing duties related to the conduct of **your** business, or **your employees**, other than either **your executive officers** (if **you** are an organization other than a partnership, joint venture or limited liability company) or **your** managers (if **you** are a limited liability company), but only for acts within the scope of their employment by **you** or while performing duties related to the conduct of **your** business. However, none of these **employees** or **volunteer workers** are **insureds** for:
 - (1) **Bodily injury** or **personal and advertising injury**:
 - (a) To **you**, to **your** partners or members (if **you** are a partnership or joint venture), to **your** members (if **you** are a limited liability company), to a co-**employee** while in the course of his or her employment or performing duties related to the conduct of **your** business, or to **your** other **volunteer workers** while performing duties related to the conduct of **your** business;
 - (b) To the spouse, child, parent, brother or sister of that co-**employee** or **volunteer worker** as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) **Property damage** to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by **you**, any of **your employees, volunteer workers**, any partner or member (if **you** are a partnership or joint venture), or any member (if **you** are a limited liability company).

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

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

However:

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

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. Claims made or **suits** brought; or
 - c. Persons or organizations making claims or bringing **suits**.
2. The General Aggregate Limit is the most **we** will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most **we** will pay under Coverage A for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most **we** will pay under Coverage B for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most **we** will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage Cbecause of all **bodily injury** and **property damage** arising out of any one **occurrence**.
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most **we** will pay under Coverage A for damages because of **property damage** to any one premises, while rented to **you**, or in the case of damage by fire, while rented to **you** or

temporarily occupied by **you** with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most **we** will pay under Coverage C for all medical expenses because of **bodily injury** sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy:**

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

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

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

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

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

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

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

- c. **You** and any other involved **insured** must:

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

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

3. **Legal Action Against Us:**

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

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

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

4. **Other Insurance:**

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

- a. **Primary Insurance:**

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

b. **Excess Insurance:**

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is fire, extended coverage, builder's risk, installation risk or similar coverage for **your work**;
 - (ii) That is fire insurance for premises rented to **you** or temporarily occupied by **you** with permission of the owner;
 - (iii) That is insurance purchased by **you** to cover **your** liability as a tenant for **property damage** to premises rented to **you** or temporarily occupied by **you** with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, **autos** or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to **you** covering liability for damages arising out of the premises or operations, or the products and completed operations, for which **you** have been added as an additional **insured** by attachment of an endorsement.
- (2) When this insurance is excess, **we** will have no duty under Coverages A or B to defend the **insured** against any **suit** if any other insurer has a duty to defend the **insured** against that **suit**. If no other insurer defends, **we** will undertake to do so, but **we** will be entitled to the **insured's** rights against all those other insurers.
- (3) When this insurance is excess over other insurance, **we** will pay only **our** share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) **We** will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. **Method of Sharing:**

If all of the other insurance permits contribution by equal shares, **we** will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, **we** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. **Premium Audit:**

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

6. **Representations:**

By accepting this policy, **you** agree:

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

7. **Separation of Insureds:**

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

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

8. **Transfer of Rights of Recovery Against Others to Us:**

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

9. **When We Do Not Renew:**

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

10. **Cancellation:**

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

SECTION V – DEFINITIONS

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about **your** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

2. **Auto** means:

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

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

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

4. **Coverage territory** means:

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

5. **Employee** includes a **leased worker**. **Employee** does not include a **temporary worker**.

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

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

8. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

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

Impaired property does not include property that can be restored to use by the repair, replacement, adjustment or removal of **your product or your work** or caused by **your** failure to fulfill the terms of a contract or agreement.

9. **Insured contract** means:

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

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

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

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

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

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

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

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

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

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

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or

- (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
 - b. Does not include **bodily injury** or **property damage** arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by **you**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

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

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

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

18. **Suit** means a civil proceeding in which damages because of **bodily injury, property damage or personal and advertising injury** to which this insurance applies are alleged. **Suit** includes:
- a. An arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with **our** consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with **our** consent.
19. **Temporary worker** means a person who is furnished to **you** to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
20. **Volunteer worker** means a person who is not **your employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by **you**, and is not paid a fee, salary or other compensation by **you** or anyone else for their work performed for **you**.
21. **Your product:**
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) **You**;
 - (b) Others trading under **your** name; or
 - (c) A person or organization whose business or assets **you** have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
22. **Your work:**
- a. Means:
 - (1) Work or operations performed by **you** or on **your** behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and
 - (2) The providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, this Company has caused this policy to be signed by Authorized Officers.



Authorized Officer



Authorized Officer

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
ASBESTOS LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Asbestos Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Bodily injury, property damage, personal injury, or advertising injury arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos; or
2. The costs of abatement, mitigation, removal or disposal of asbestos. This exclusion also includes:
 - a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and
 - b. Any obligation to share damages with or to repay any other person who must pay damages because of such injury or damage.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Communicable Disease is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Bodily injury or property damage arising out of the giving of, spreading of or exposure to a communicable disease, including but not limited to the following: Measles (rubella), mumps, hepatitis, diphtheria, scarlet fever, smallpox, rabies, pandemic flu, tuberculosis, influenza, Ebola virus, conjunctivitis, plague, dengue, viral encephalitis, and Kawasaki Syndrome; and
2. Sexually transmitted diseases, including but not limited to the following: HIV, AIDS, chlamydia, syphilis, gonorrhea, herpes, scabies, etc.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
EMPLOYMENT-RELATED PRACTICES EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Employment-Related Practices is excluded from the Commercial General Liability Policy.

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

There is no coverage for bodily injury to:

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

This exclusion applies:

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

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

There is no coverage for personal and advertising injury to:

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

This exclusion applies:

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

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
FINANCIAL ENDEAVORS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Financial Endeavors are excluded from the Commercial General Liability Policy.

There is no coverage for bodily injury, property damage, personal injury, or advertising injury arising out of:

1. Operations over which you exercise control in a fiduciary capacity as trustee, guardian, executor, administrator, custodian, escrow agent or similar capacity;
2. Damage to real or personal property of others in your safekeeping, care, custody or control;
3. The use or misuse by your tenants of funds loaned by you to such tenants;
4. The ownership, maintenance or use of any building in which you hold a security interest because of loans made in connection with the construction thereof;
5. Any negligent act, error or omission in the performance of professional services for others by or on your behalf, including but not limited to:
 - a. Administering estates or trusts or managing real or personal property of others;
 - b. Acting as a mortgagee, mortgage servicing agent or fiduciary with regard to deeds of trust or mortgages;
 - c. The rendering of financial, economic or investment advice or advisory or management services;
 - d. Compliance or failure to comply with notice to stop payment in connection with any check, note or draft, or refusal to pay or to certify or give notice of dishonor of such check note or draft;
 - e. Electronic data processing;
 - f. Acting as an escrow company or escrow agent;
 - g. Acting as an insurance agent or broker;
 - h. Acting as a real estate agent or broker; or
 - i. Failure to comply with Section 130, Civil Liberty, or Title I (Truth In Lending Act) of the Consumer Protection Act (Public Law 90-321; 82 stat 146 et seq.) or any subsequent laws.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
INSURED PREMISES AND OPERATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Insured Premises and Operations coverage insures only bodily injury or property damage arising out of the ownership, maintenance, or the use of the insured premises and all operations necessary or incidental thereto.

Insured premises means:

1. The premises designated in the Commercial General Liability Coverage Declarations;
2. The premises for which the named insured is contractually obligated to obtain liability coverage for; and
3. The premises as to which the named insured acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
LEAD – HAZARDOUS PROPERTIES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Lead – Hazardous Properties is excluded from the Commercial General Liability Policy.

There is no coverage for:

Any loss, cost or expense arising out of, resulting from, caused or contributed to by lead from paint or water, including dust, provided that such damages result from or are contributed to by the hazardous properties of lead. This includes, but is not limited to, any costs for abatement, mitigation, removal or disposal of paint or other items containing lead.

This exclusion also includes, but is not limited to:

1. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
2. Any obligation to share damages with or to repay any other person who must pay damages.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Nuclear Energy Liability is excluded from the Commercial General Liability Policy.
There is no coverage for:

1. Any liability coverage for bodily injury or property damage:
 - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the hazardous properties of nuclear material and with respect to which:
 - (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or
 - (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any medical payments coverage, for expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
3. Any liability coverage, for bodily injury or property damage resulting from hazardous properties of nuclear material, if:
 - a. The nuclear material:
 - (1) Is at any nuclear facility owned by, or operated by or on behalf of, an insured; or
 - (2) Has been discharged or dispersed therefrom;
 - b. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - c. The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (item c.) applies only to property damage to such nuclear facility and any property threat.

As used in this endorsement:

1. Hazardous properties includes radioactive, toxic or explosive properties.
2. Nuclear material means source material, special nuclear material or by-product material.
3. Source material, special nuclear material, and by-product material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
5. Waste means any waste material:
 - a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - b. Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility.
6. Nuclear facility means:
 - a. Any nuclear reactor;
 - b. Any equipment or device designed or used for:
 - (1) Separating the isotopes of uranium or plutonium,
 - (2) Processing or utilizing spent fuel; or
 - (3) Handling, processing or packaging waste; and
 - c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and
 - e. Any site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
7. Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
8. Property damage includes all forms of radioactive contamination of property.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
PRODUCTS COMPLETED OPERATIONS HAZARD LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Products Completed Operations Hazard Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Bodily injury or property damage falling within the completed operations hazard or the products hazard.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Punitive Damages are excluded from the Commercial General Liability Policy.

There is no coverage under this policy for claims of or indemnification for punitive or exemplary damages.

If a suit seeking both compensatory and punitive or exemplary damages shall have been brought against the insured for a claim falling within the coverage provided under the policy, we will afford a defense to such an action. We shall not have an obligation to pay any costs, interest, or damages attributable to punitive or exemplary damages.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
VACANT LAND LIABILITY ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that in consideration of an additional premium paid by the named insured, liability coverage is extended to cover vacant land.

Vacant land shall be defined as land with no man-made structures and no man-made improvements or alterations such as, but not limited to, buildings, plumbing, wiring, drainage ditches, irrigation ditches, mine shafts, quarries, man-made holes, building materials, and docks or piers extending over water.

Vacant land shall exclude land used for grazing, ranching, or farm purposes.

Land that has only fences, sidewalks, roads, driveways, or telephone poles, or a combination thereof, shall be considered vacant land for purposes of this endorsement.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
INDEPENDENT CONTRACTOR EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that this insurance does not apply to **bodily injury, property damage, personal injury, advertising injury** or medical payments to:

1. Any **employee, temporary worker** or **leased worker** of independent contractors arising out of operations performed for you by said independent contractors or your acts or omissions in connection with the general supervision of such operations; or
2. The spouse, child, parent, brother or sister of that **employee, temporary worker** or **leased worker** as a consequence of 1. above.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

Credit Insurance Division

**INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
CERTAIN PROPERTIES EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Certain Properties Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

1. Any ongoing manufacturing operations
2. Any operating hotels or motels, and/or
3. Farms over 2,000 acres.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

AMERICAN NATIONAL LLOYDS INSURANCE COMPANY

Credit Insurance Division

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
TENANTS LIABILITY EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Tenants Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Liability or suits arising from Tenants or the acts of Tenants.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
HABITABILITY VIOLATION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Habitability Violation Liability is excluded from the Commercial General Liability Policy.

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

This insurance does not apply to damages or expenses due to **bodily injury** or **property damage** arising out of or resulting from the alleged or actual violation(s) of the following, as they pertain to **habitability**, including amendments thereto:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, State or local section 8 (government subsidized) or programs;
- (f) Any administrative rules or regulations pertaining to any of the foregoing, including but not limited to those promulgated by local municipalities;
or
- (g) Actual or constructive wrongful eviction arising from (a) through (f) above.

We shall not have any duty to defend any claim, proceeding or **suit** in any way based on, attributed to, arising out of, resulting from or any manner related to that which is described above, including but limited to, the diminished value of property or mental, physical or emotional injuries alleged.

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

This insurance does not apply to damages or expenses due to **personal injury** or **advertising injury** arising out of or resulting from the alleged or actual violation(s) of the following, as they pertain to **habitability**, including amendments thereto:

- (a) Civil Codes;
- (b) Health and Safety Codes;
- (c) Any Housing and Urban Development laws, ordinances or statutes;
- (d) Rent stabilization laws and ordinances;
- (e) Federal, State or local section 8 (government subsidized) or programs;
- (f) Any administrative rules or regulations pertaining to any of the foregoing, including but not limited to those promulgated by local municipalities;
or
- (g) Actual or constructive wrongful eviction arising from (a) through (f) above.

We shall not have any duty to defend any claim, proceeding or **suit** in any way based on, attributed to, arising out of, resulting from or any manner related to that which is described above, including but limited to, the diminished value of property or mental, physical or emotional injuries alleged.

The following definition is added to Section V – Definitions, Item 23. **Habitability**:

Habitability means safe living environment and/or fit for occupancy by human beings in a sanitary, healthy, habitable and tenantable condition.

ALL OTHER PROVISIONS OF THE POLICY REMAIN UNCHANGED.

INVESTOR PROPERTY
COMMERCIAL GENERAL LIABILITY
ANIMAL, REPTILE & INSECT EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that Animal, Reptile and Insect Liability is excluded from the Commercial General Liability Policy.

There is no coverage for:

Bodily injury, property damage, personal injury, advertising injury, medical payments or any injury, loss or damage arising out of or caused by any animal, birds, reptiles or insects regardless of whether owned by you, in your care, or on your premises.

ALL OTHER PROVISIONS OF THIS POLICY REMAIN UNCHANGED.