
COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE FORM (OCCURRENCE)

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 on the Declarations Page. The words “we,” “us” and “our” refer to the Company providing this insurance as shown on the Declarations Page.

Words and phrases that appear in bold have special meaning. Refer to **SECTION II – DEFINITIONS**. Headings are included for convenience only and shall not affect the construction or interpretation of any of the Policy provisions.

SECTION I - INSURING AGREEMENT

A. Coverage A. Bodily Injury or Property Damage Liability

We will pay those **Damages** in excess of the applicable Deductible which an insured becomes legally obligated to pay as a result of **Bodily Injury** or **Property Damage** caused by an **Occurrence**. This insurance applies only if the **Bodily Injury** or **Property Damage** occurs during the **Policy Period**. The amount we will pay for **Damages** is limited as described in **SECTION IV – LIMITS OF LIABILITY**.

B. Coverage B. Personal or Advertising Injury Liability

We will pay those **Damages** in excess of the applicable Deductible which an insured becomes legally obligated to pay as a result of **Personal or Advertising Injury** caused by an **Offense** arising out of your business. This insurance applies only if the **Offense** was committed during the **Policy Period**. The amount we will pay for **Damages** is limited as described in **SECTION IV – LIMITS OF LIABILITY**.

C. Covered Premises and Operations

The insurance provided under this Coverage Part applies only to **Bodily Injury** or **Property Damage** that takes place in or an **Offense** committed in, the **Coverage Territory** and arises out of:

1. The ownership, maintenance or use of the Covered Premises as shown on the Declarations Page;
or

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2. The Covered Operations as shown on the Declarations Page, but only while being performed at or in connection with the Covered Premises and in the course and scope of your business.

D. Duty to Defend

The **Company** shall have the right and duty to defend the insured against any **Suit** arising out of a **Claim** to which this insurance applies. The **Company** shall also have the right to appoint legal counsel on behalf of any insured in connection with the defense of any such **Suits**. However, we will have no duty to defend the insured against any **Suit** seeking **Damages** to which this insurance does not apply. Our right and duty to defend ends when we have exhausted the applicable Limits of Liability in the payment of **Damages**. In the event it is determined that some or all of the **Claims** are not covered under this Policy of insurance, you shall reimburse us for all payments made for **Damages** or **Claim Expenses** in connection with such uncovered **Claims**.

In the event an insured is entitled by law to select independent counsel to defend that insured at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of our business in the defense of similar **Suits** in the community where the **Suit** arose or is being defended, and to the amount of time that is reasonable and necessary to provide the insured with an adequate defense. Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **Suits** similar to the one against the insured, and to require such counsel to have errors and omissions insurance coverage for amounts we determine to be sufficient. The insured also agrees to direct counsel to respond to our requests for information regarding the **Suit**.

E. Claim Expenses

We will pay all **Claim Expenses** in excess of the applicable Deductible with respect to any **Claim** to which this insurance applies.

F. Defense of an Indemnitee

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:

1. 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**, the obligation to defend that indemnitee has been assumed by the insured in the same **Insured Contract**, and this insurance applies to such liability assumed by the insured;
2. The allegations in the **Suit** and the information we know about the **Occurrence** or **Offense** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
3. 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

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4. The indemnitee agrees in writing to comply with all other obligations required of any insured under this Policy.

So long as the conditions herein 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 **Damages** under the Policy and will reduce the Limits of Liability. Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses ends when the applicable Limits of Insurance have been exhausted or the conditions set forth above are no longer met.

SECTION II - DEFINITIONS

A. Auto

A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, or any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged. **Auto** does not include **Mobile Equipment**.

B. Bodily Injury

Physical injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

C. Borrowed Employee

Any person doing work for, or work related to, an insured and who is employed by a firm that the insured has contracted or agreed with, either verbally or in writing, to supply the insured with people to do such work.

D. Claim

A demand for **Damages** because of **Bodily Injury, Property Damage** or **Personal or Advertising Injury**, sustained by a third party regardless of the number of **Occurrences, Offenses, Suits**, or claimants. **Claim** includes the filing of any **Suit** or the commencement of any arbitration proceedings.

E. Claim Expenses

The following amounts with respect to any **Claim** we investigate or settle, or defend:

1. All expenses we incur, including all reasonable and necessary fees charged by any lawyer designated by us;

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2. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any **Suit**, including actual loss of earnings up to \$250 a day because of time off from work;
 3. All reasonable and necessary fees and expenses charged by any lawyers selected by you as independent counsel, where a conflict of interest exists, and applicable law permits you to select such independent counsel and requires us to pay for such independent counsel; and
 4. All costs allocated against the insured in the **Suit**;
 5. 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; and
 6. The cost of appeal bonds, bail bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.

These payments will not reduce the Limits of Liability.

F. Company

The entity issuing this Policy as shown on the Declarations Page.

G. Computer System

Computer, hardware, software, communications system, electronic device (including, but not limited to, any smart phone, laptop, tablet, or wearable device), server, cloud or microcontroller, including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **Named Insured** or any other party.

H. Coverage Territory

1. The United States of America, meaning the fifty (50) states and the District of Columbia. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in the territory described above; or
2. All other parts of the world, provided the loss, injury or damage arises out of:
 - a. Goods or products made or sold by you in the territory described above; or
 - b. The activities of a person whose home is in the territory described above, but is away for a short time on your business; and

The insured's responsibility to pay **Damages** is determined in a **Suit** on the merits, in the fifty (50) states and the District of Columbia.

I. Damages

Compensatory recovery in the form of monetary awards, judgments, or settlements and **Prejudgment Interest** on any such judgments.

J. Employee

Any person engaged by an insured in the course and scope of its business, usually in return for wages or other compensation, and includes a **Borrowed Employee**. **Volunteer Workers** are not **Employees** unless the **Named Insured** obtains and maintains in force insurance for such volunteers under a workers compensation insurance policy or in the State Workers Compensation Fund.

K. Impaired Property

Tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

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 of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of **Your Product** or **Your Work** or by your fulfilling the terms of the contract or agreement.

L. Insured Contract

Insured Contracts are limited to the following written contracts or written agreements:

1. A lease of premises; provided, however, that the 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**;
2. A sidetrack agreement;
3. An easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
4. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;
5. An elevator maintenance agreement; or
6. A contract or agreement pertaining to your business under which the **Named Insured** assumes the tort liability of another to pay for **Bodily Injury** or **Property Damage** to a third party; provided, however, that the contract or agreement must be specifically added to this Policy as an **Insured**

Contract by the Company pursuant to a written endorsement. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

M. Mobile Equipment

Any of the following types of land vehicles, machinery, or apparatus:

1. Bulldozers, farm equipment, forklifts, road construction or resurfacing equipment, graders, scrapers, rollers, cherry pickers, street cleaners, snowplows, snow blowers, and similar devices;
2. Vehicles designed for use principally off public roads, vehicles that travel on crawler treads, or vehicles maintained for use solely on or next to premises you own or rent; or
3. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to power cranes, shovels, loaders, diggers or drills, air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting well servicing equipment and all other similar apparatus.

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

N. Named Insured

The individual, corporation, partnership, limited liability company, limited partnership, or other entity designated as such on the Declarations Page.

O. Nuclear Material

Source material, special nuclear material or by-product material as defined in the Atomic Energy Act of 1954 or in any law amendatory thereof. **Nuclear Material** includes any waste material containing byproduct material; and resulting from the operation by any person or organization of any nuclear facility.

P. Occurrence

An accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Q. Offense

Offense means the conduct set forth in the definition of **Personal or Advertising Injury**, but only when such conduct is committed during the **Policy Period** and the resulting injury is unexpected or unintended.

R. Personal or Advertising Injury

Loss, damage, or injury arising out of one or more of the following:

1. False arrest, detention or imprisonment, wrongful entry, eviction or other invasion of private occupancy, abusive litigation (criminal or civil), abuse of process, or malicious prosecution;
2. The publication or utterance of a libel or slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy or which disparages a person's or organization's goods, products, or services; or
3. Misappropriation of advertising ideas or style of doing business.

S. Policy Period

The period from the effective date of this Policy shown on the Declarations Page to the earlier of the expiration date shown on the Declarations Page or the effective date of cancellation of this Policy.

T. Pollutant

Any material which after its release can or may cause or threaten loss of or damage to natural resources, human health or human welfare or can or may cause or threaten environmental damage, deterioration, loss of value, marketability or loss of use to property including, but not limited to, smoke, vapors, soot, acids, alkalis, toxic chemicals, liquids or gases, asbestos, lead, thermal irritants or contaminants, bacteria, mold, fungi, virus or hazardous substances as listed in the Federal Water Pollution Control Act (CWA), Clean Air Act (CAA), Resource Conservation and Recovery Act of 1976 (RCRA), or Toxic Substance Control Act (TSCA), including any of their amendments, or as determined by the U. S. Environmental Protection Agency (EPA).

U. Prejudgment Interest

Interest added to a verdict, award or judgment based on the amount of time accruing prior to the verdict, award, or judgment.

V. Products-Completed Operations Hazard

Bodily Injury or 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. **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;

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- b. When all of the work to be done at the site has been completed if your contract calls for work at more than one 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.

This hazard does not include **Bodily Injury** or **Property Damage** arising out of the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the loading or unloading of it, the existence of tools, uninstalled equipment or abandoned or unused materials, or products or operations for which the classification, listed on the Declarations Page or in a Policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

W. Property Damage

Physical injury to or destruction of any tangible property or loss of use therefrom. Tangible property does not include currency, negotiable instruments, or **Computer System**.

X. Real Estate Manager

Any person or organization that, in return for a fee, manages the day-to-day operations of the Covered Premises as shown on the Declarations Page, including, but not limited to, collecting rent, making repairs, and negotiating leases.

Y. Sexual Misconduct or Sexual Molestation

Any activity which is sexual in nature (whether permitted or not permitted); and includes, but is not limited to: sexual assault, sexual battery, sexual relations, sexual acts, sexual activity, sexual handling, sexual massage, sexual exploitation, sexual exhibition, sexual stimulation, fondling, intimacy, exposure of sexual organs, lewd or lascivious behavior or indecent exposure, fornication, unauthorized touching, or the photographic, video or other reproduction of sexual activity. **Sexual Misconduct or Sexual Molestation** includes physical abuse.

Z. Subsidiary

Any entity identified as a **Subsidiary** on the **Application**, but only if the **Named Insured**:

1. Owns, directly or indirectly, more than fifty (50%) of the issued and outstanding voting stock of such entity;
2. Has the right to elect, appoint or designate more than fifty (50%) of such entity's board of directors, trustees, or managers; or
3. Has majority control over the management and operations of the entity through a written agreement.

An entity or organization consisting of net assets, provided such entity was created or acquired by the **Named Insured**, either directly or indirectly, before the end of the **Policy Period**.

AA. Suit

A civil proceeding, including arbitration, which alleges **Damages** because of **Bodily Injury, Property Damage, or Personal or Advertising Injury** to which this insurance applies. **Suit** includes an arbitration proceeding in which such **Damages** are claimed and to which the insured must submit or does submit with our consent; or any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which the insured submits with our consent.

BB. Volunteer Worker

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 an insured, and is not paid a fee, salary or other compensation for their work performed.

CC. Your Product

Any goods or products, including any materials, parts, containers, or equipment furnished or used in conjunction with such goods and products, which are designed, manufactured, sold, handled, distributed, or disposed of by any insured, others trading under your name, or a person or organization whose business or assets you have acquired. **Your Product** also includes containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products. **Your Product** includes warranties or representations made at any time with respect to the fitness, quality, durability, or performance.

DD. Your Work

Work or operations performed by you, including any materials, parts, containers, or equipment furnished or used in connection with such work or operations. **Your Work** includes any warranties or representations, express or implied, made at any time with respect to the fitness, quality, durability, or performance.

SECTION III – WHO IS AN INSURED

A. Insureds by Designation – Declarations Page

If you are designated on the Declarations Page as:

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1. 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;
 2. 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;
 3. 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 managers;
 4. 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; or
 5. A trust, you are an insured. Your trustees are insureds, but only with respect to their duties as trustees.

B. Additional Insureds

Each of the following is also an insured:

1. Your **Employees**, but only for acts within the scope of their employment by you.
2. Your **Volunteer Workers**, but only while performing duties related to the conduct of your business and as properly authorized by you.
3. Any person or any organization while acting as your **Real Estate Manager**, but only while performing duties related to the conduct of your business, and as properly authorized by you.
4. Any person or organization having proper temporary custody of your property if you die, but only:
 - a. With respect to liability arising out of the maintenance or use of that property; and
 - b. Until your legal representative has been appointed.
5. Your legal representative if you die, but only while performing duties relating to the conduct of your business.
6. If, during the Policy Period, an insured acquires or creates a **Subsidiary** for which there is no other similar insurance available, then during a period of sixty (60) days after the effective date of the transaction or until the end of the **Policy Period**, whichever is earlier, the new **Subsidiary** will be deemed to be a **Named Insured**, but only with respect to **Bodily Injury** or **Property Damage** that occurred, or **Personal or Advertising Injury** arising out of an **Offense** committed, after the effective date of the transaction.

There will be no coverage under this Coverage Part for any **Bodily Injury** or **Property Damage** that occurred, or **Personal or Advertising Injury** arising out of an **Offense** committed thereafter by the new **Subsidiary**, unless the **Named Insured** has provided the **Company** with written notice of the transaction, containing full details thereof, and the **Named Insured** and the **Company** has agreed to add coverage for the new entity upon such terms, conditions, and limitations of coverage and such additional premium as the **Company**, in its sole discretion, may require.

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** on the Declarations Page.

SECTION IV – LIMITS OF LIABILITY

A. General Aggregate Limit

Subject to paragraph A. of this **SECTION IV – LIMITS OF LIABILITY**, the General Aggregate Limit as shown on the Declarations Page is the most we will pay for the sum of:

1. **Damages** under Coverage A., except **Damages** because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**; and
2. **Damages** under Coverage B.

B. Products-Completed Operations Limit

Subject to paragraph A. of this **SECTION IV – LIMITS OF LIABILITY**, the Products-Completed Operations Limit as shown on the Declarations Page is the most we will pay under Coverage A. for **Damages** because of **Bodily Injury** or **Property Damage** included in the **Products-Completed Operations Hazard**.

C. Personal or Advertising Injury Limit

Subject to paragraph A. of this **SECTION IV – LIMITS OF LIABILITY**, the Personal or Advertising Injury Limit as shown on the Declarations Page is the most we will pay under Coverage B. for the sum of all **Damages** because of all **Personal or Advertising Injury** sustained by any one person or organization.

D. Damage to Property Rented to You Limit

Subject to paragraph E. of this **SECTION IV – LIMITS OF LIABILITY**, the Damage to Property Rented to You Limit is the most we will pay 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.

E. Each Occurrence Limit

Subject to paragraph **A.** or **B.** of this **SECTION IV – LIMITS OF LIABILITY**, whichever applies, the Each Occurrence Limit as shown on the Declarations Page is the most we will pay for the sum of all **Damages** under Coverage **A.** because of all **Bodily Injury** or **Property Damage** arising out of any one **Occurrence**.

F. Consecutive Annual Policy Periods

The Limits of Liability provided under this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown on the Declarations Page, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

G. Multiple Insureds and Claims

The above rules and the Limits of Liability as shown on the Declarations Page establish the most we will pay regardless of the number of: Insureds; **Claims** made, or **Suits** brought; persons or organizations making **Claims** or bringing **Suits**; or policies involved.

H. Multiple Insurance Policies

In the event a **Claim** is deemed, either by the Company or a court of competent jurisdiction, to be covered under more than one Policy of Insurance or Coverage Form issued by the **Company** or an affiliated company, it is expressly understood and agreed that the maximum aggregate Limit of Liability for such **Claim** shall not exceed the highest applicable Limit of Liability, and only the Policy with the highest applicable Limit of Liability shall apply.

In the event the highest applicable Limit of Liability for each respective Policy is the same, the **Named Insured** shall have the right to select which Policy shall apply; provided, however, that the **Named Insured** must make its selection in writing within ten (10) days written notice from the **Company** to the **Named Insured** of its rights under this paragraph.

This paragraph does not apply to any excess liability insurance policy which is purchased specifically to apply in excess of the Limits of Liability of this Policy as shown on the Declarations Page.

I. Liability Coverages Policy Aggregate Limit

The Limit of Liability of the **Company** for **Damages** or **Claim Expenses** for all liability coverages afforded under this Policy, shall not exceed the amount as shown on the Declarations Page as the **Liability Coverages Policy Aggregate Limit**.

The **Company** shall not be obligated to pay **Damages** or **Claim Expenses** or defend or continue to defend any **Claim**, or **Claims**, after the applicable Liability Coverages Policy Aggregate Limit as shown on the Declarations Page has been exhausted by payment of **Damages** or **Claim Expenses**.

SECTION V – EXCLUSIONS

A. Exclusions Applicable to All Coverages

As respects all Coverages, this insurance does not apply to any **Claim** based upon, arising out of, directly or indirectly resulting from, or in any way connected with the following:

1. On-Going or Continuous Loss, Damage, or Injury

Any loss, damage or injury which first occurs prior to the effective date of this Policy, regardless of whether such loss, damage or injury continues, changes, or resumes during the **Policy Period**. This exclusion applies even if the cause or first manifestation of the loss, damage or injury was not known prior to the effective date of this Policy. **Bodily Injury** or **Property Damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under **Section III – Who Is An Insured** who is authorized 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 written or verbal demand or **Claim** for **Damages** because of the **Bodily Injury** or **Property Damage**; or
- c. Becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.

2. Expected or Intended

Any loss, damage or injury expected or intended from the standpoint of any insured. This exclusion applies even if the **Claim** alleges negligence or other wrongdoing in the supervision, hiring, employing, training, monitoring, or contracting the services of others.

3. Breach of Contract

The breach of any contract or agreement.

4. Contractual Liability

An obligation to pay **Damages** by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for **Damages**:

- a. For **Bodily Injury** or **Property Damage** that the insured assumed in a contract that is an **Insured Contract**; provided, however, the **Bodily Injury** or **Property Damage** occurs **(1)**

subsequent to the execution of the **Insured Contract** by all parties thereto, and **(2)** on or after the effective date of this Policy; or

- b. That the insured would have in the absence of the contract or agreement.

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

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

6. **Fraudulent or Criminal Acts**

Any fraudulent or criminal act, error or omission committed by or at the direction of an insured or which is ratified by any insured; any willful violation of law, rule, statute or regulation by an insured, or the gaining of any profit, remuneration or advantage by an insured to which such insured was not legally entitled.

INNOCENT INSURED. This exclusion shall not apply to any insured who did not personally commit and was not aware of any of the preceding acts, errors or omissions.

CRIMINAL PROCEEDINGS. Criminal proceedings are not covered under this Policy regardless of the allegations made against any insured and the **Company** shall have no duty to defend or indemnify any insured in connection with such proceedings.

7. **Errors and Omissions**

Any rendering or failure to render any services performed in a calling, profession, occupation, or business that typically involve specialized education, knowledge, labor, judgment, or skill, irrespective of whether or not such services are performed by a member of a recognized profession, by or on behalf of any insured. These services include, but are not limited to:

- a. Legal, accounting, medical, chiropractic, therapeutic, dental, nursing, pharmaceutical, advertisement, real estate, travel, consulting, engineering or architectural services or advice;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications;
- c. Supervisory, claim, investigation, adjustment, appraisal, survey, audit, or inspection services or advice;
- d. Any service, treatment, advice, or instruction related to change or enhancement in one's appearance or wellbeing, such as body piercing, tattooing, hair removal or replacement, cosmetic surgery, personal grooming, physical fitness, therapy, and massage; or
- e. Any counseling or advisory service with respect to mental health, crisis prevention, social services, drug and alcohol rehabilitation or similar subjects.

8. Fines, Penalties and Punitive Damages

Fines, penalties, taxes, sanctions, punitive damages, exemplary damages, treble damages, the multiplication of compensatory damages in whatever form assessed, or matters which may be deemed uninsurable under applicable laws.

9. Loss of Consortium

Loss of consortium, loss of society, loss of companionship or similar type of loss, damage, injury, or statutory damages.

10. Insured vs. Insured

Any loss, damage or injury asserted by or on behalf of any insured under this Policy, or any corporation or other entity in which an insured has an ownership interest, against any other insured.

11. Employment Practices

The refusal to employ any person or group of people, the termination of any person or group of people's employment, or any employment-related practices, policies, acts or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination.

This exclusion applies regardless of whether the insured may be liable as an employer or in any other capacity or may be obligated to share **Damages** with or repay someone else who must pay **Damages** because of the loss, damage, or injury.

12. Discrimination or Harassment

Discrimination or harassment on the basis of race, creed, age, sex, pregnancy status, marital status, national origin, height, weight, disability, sexual preference, or any other discrimination prohibited by law.

13. Data and Privacy

- a. Any loss or theft of, disclosure of, or unauthorized access to or use of, any person's or entity's private or confidential information, no matter the cause;
- b. Any unauthorized access to a **Computer System**, no matter the cause;
- c. Any use of authorized access to cause intentional harm to a **Computer System**;
- d. Any actual or threatened ransomware or denial-of-service attack against a **Computer System**;
- e. Any introduction of malicious code into a **Computer System**;
- f. Failure to provide an authorized user with access to a **Computer System**;

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- g.** Any release of data or information, or provision of access to data or information, caused by fraud or trickery;
 - h.** Any violation of law regarding the protection, use, collection, destruction, disclosure of, loss of, access to, or storage of any person's or entity's private or confidential information;
 - i.** The failure to provide notification required by law in connection with **a.** through **h.**; or
 - j.** Any action taken or not taken in controlling, preventing, suppressing, or remediating any of the above.

14. Electronic Media Liability

Any electronic chatroom, blog, or bulletin board that an insured hosts, owns, or over which the insured exercises control.

15. Asbestos, Lead or Silica

The manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, or any other exposure to, asbestos, lead or silica or products containing asbestos, lead or silica, whether or not the asbestos, lead or silica is or was at any time airborne as fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion, or found in any form whatsoever. This exclusion includes, but is not limited to, the following:

- a.** Any **Damages**, loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, encapsulating, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.
- b.** Any **Claim** or **Suit** by or on behalf of a governmental authority for **Damages**, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.
- c.** Damage to, loss of use of, or reduction in value of a building or any property due to the actual or alleged presence of asbestos.
- d.** The providing of or failing to provide warnings or instructions concerning asbestos or asbestos fibers.
- e.** Warranties or representations made at any time with respect to or concerning asbestos or asbestos fibers.

This exclusion shall apply without regard to the source or sources of asbestos, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or

materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused, or acted jointly, concurrently, or in any sequence with asbestos in any form in causing injury or damage.

16. Fungus, Spores, or Molds

Any bacteria or any saprophytic or parasitic spore producing organisms, including but not limited to, fungus, spores, molds, mildews, wet or dry rot, smuts, rust, yeast, or mushrooms.

This exclusion also applies to any cost or expense arising out of any request, demand, or order to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any such organisms.

17. Pollutants or Nuclear Material

Pollutants or **Nuclear Material** of any kind, including but not limited to the actual, alleged or threatened discharge, dispersal, or release of any **Pollutant** or **Nuclear Material** and any contamination resulting therefrom.

This exclusion also applies to any cost or expense arising out of any request, demand, or order to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any **Pollutant** or **Nuclear Material**.

18. Hostile or Warlike Action

An act or condition incident to the following:

- a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (1) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; (2) by military, naval or air forces; or (3) by an agent of such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces; or
- b. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence; seizure or destruction under quarantine or custom's regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

19. 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 **Your Product; Your Work; or 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.

20. Personal or Advertising Injury

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

21. Antitrust and Deceptive Practices

Violations of any statutes relating to antitrust, consumer fraud, unfair competition, deceptive business practices, restraint of trade, price fixing, price discrimination, RICO or telemarketing, including but not limited to the Telephone Consumer Protection Act of 1991; CAN-SPAM Act, or any anti-spam or do-not-call statutes, ordinances, or regulations; the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003; the Fair Credit Reporting Act or Fair and Accurate Credit Transactions Act or any similar federal, state, or local statutes, rules, or regulations in or outside the U.S. and any amendments thereto.

22. Sexual Misconduct or Sexual Molestation

Sexual Misconduct or Sexual Molestation, including but not limited to physical acts or oral statements of a sexually suggestive nature or unwelcome physical contact.

This exclusion applies even if the **Claim** alleges negligence or other wrongdoing in respect of hiring, training, or supervising any person, failing to provide a safe environment, investigating or failing to investigate any incident, or reporting or failing to report any person or matter to the proper authorities.

B. Exclusions Applicable to Coverage A. Bodily Injury or Property Damage Liability

As respects Coverage A. only, in addition to the exclusions listed in paragraph A. of this **SECTION V – EXCLUSIONS**, this insurance does not apply to any **Bodily Injury** or **Property Damage** based upon, arising out of, directly or indirectly resulting from, or in any way connected with the following:

1. Auto, Aircraft, Watercraft or Mobile Equipment

The ownership, maintenance, use or entrustment of any **Auto**, aircraft, watercraft, or **Mobile Equipment** owned or operated by or rented or loaned to any insured. Use includes operation, parking (including valet services, regardless of whether the services are performed by or on behalf of any insured) and loading or unloading.

This exclusion applies even if the **Claim** or **Suit** alleges negligence or other wrongdoing in the supervision, hiring, employing, training, monitoring, or contracting the services of others.

2. Liquor Liability

The insured's potential liability by reason of:

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- a. The consumption of alcohol by any person, regardless of whether or not the insured sold, served, or furnished the alcohol to such person or caused or contributed to the intoxication of that person;
 - b. Any statute, ordinance or regulation relating to the sale, gift, distribution, or use of alcohol; or
 - c. Providing or failing to provide transportation to any person, detaining or failing to detain any person, assuming or not assuming the responsibility for the wellbeing of any person, or preventing harm from befalling any person, who is either under the influence of alcohol or injured by a person under the influence of alcohol.

This exclusion applies only if an insured:

- a. Manufactures, sells, or distributes alcoholic beverages;
- b. Serves or furnishes alcoholic beverages for a charge whether or not such activity requires a license or is for the purpose of financial gain or livelihood;
- c. Serves or furnishes alcoholic beverages without a charge, if a license is required for such activity; or
- d. Regularly permits persons to consume alcoholic beverages on the premises as part of your normal business operations.

3. Injury to an Employee

Bodily Injury to:

- a. Any **Employee** arising out of and in the course of his or her employment by an insured or while performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother, or sister of such **Employee** as a consequence thereof.

This exclusion applies regardless of whether the insured may be liable as an employer or in any other capacity or may be obligated to share **Damages** with or repay someone else who must pay **Damages** because of the **Bodily Injury**.

This exclusion does not apply to liability assumed by any insured under an **Insured Contract**.

4. Damage to Property, Your Product or Your Work

Property Damage to:

- a. Property you own, rent, or occupy; including any costs or expenses incurred by you, or any other person, organization, or entity, for repair, replacement, enhancement, restoration, or

maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- b. Premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
- c. Property loaned to the insured;
- d. Personal property in the care, custody, or control of the insured;
- e. **Your Product** or any part of **Your Product**;
- f. That particular part of any property that must be restored, repaired, or replaced because **Your Work** was incorrectly performed on it, unless the **Property Damage** is included in the **Products-Completed Operations Hazard**; or
- g. **Your Work** or any part of **Your Work** and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply to **Property Damage** to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

5. **Damage to Impaired Property**

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 any insured or anyone acting on such insured's 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 (temporally quick, immediate, and not gradual) and unexpected physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

6. **Repair or Replacement of Your Product, Your Work or Impaired Property**

Loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of **Your Product, Your Work or Impaired Property**.

7. **Earth Movement and Land Subsidence**

Earth movement, land subsidence or mud slide and arising out of any present or former operation of any insured. Earth movement shall include, but not be limited to, expansion, contraction and upward or downward movement.

C. Exclusions Applicable to Coverage B. Personal or Advertising Injury Liability

As respects Coverage B. only, in addition to the exclusions listed in paragraph A. of this **SECTION V – EXCLUSIONS**, this insurance does not apply to any **Personal or Advertising Injury** based upon, arising out of, directly or indirectly resulting from, or in any way connected with the following:

1. Knowing Violation of the Rights of Another

Any act, error or omission caused by or at the direction of the insured with the knowledge that the act, error or omission would violate the rights of another and would inflict **Personal or Advertising Injury**.

2. Material Published with Knowledge of its Falsity

Any false written or oral publication of material if done by or at the direction of the insured with knowledge of its falsity.

3. Previously Published Material

Any written or oral publication of material first published prior to the **Policy Period**, regardless of whether such material is republished or causes injury or loss after such date.

4. Quality or Performance of Goods or Services – Failure to Conform to Statements

The failure of goods, products, or services work to conform to any statement of quality or performance made in your advertisement.

5. Wrong Description of Prices

The wrong description of the price of goods, products, or services.

6. Interference with Contracts

Interference with contracts or prospective business advantage, misappropriation of trade secrets, or the infringement of any patent, copyright, trademark, or any other intellectual property right.

7. Copyright, Patent, Trademark or Trade Secret

Misappropriation of trade secrets, or the infringement of any patent, copyright, trademark, or any other intellectual property right.

8. Unauthorized Use of Another's Name or Product

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.

9. Electronic Chatrooms or Bulletin Boards

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

10. Confidential Information and HIPAA

Any misuse or improper release of private, confidential, or proprietary information, or any violations of the Health Insurance Portability and Accountability Act of 1996, including any amendments thereto or regulations promulgated therewith.

SECTION VI – NOTICE AND CONDITIONS

A. Notice of Claim

As a condition precedent to coverage, an insured shall give immediate written notice of any and all **Claims, Occurrences, Offenses** or **Suits** to the **Company**. To the extent possible, notice should include:

1. How, when and where the **Occurrence, Offense** or other circumstances took place;
2. The insured's name and address, and the names and addresses of any injured persons or witnesses; and
3. The nature and location of any injury or damage arising out of the **Occurrence, Offense**, or other circumstances.

B. Duties in the Event of a Claim

As a condition precedent to Coverage Part, you and any other insured or indemnitee against whom a **Claim** is being made shall:

1. Cooperate fully with the **Company** in the investigation, defense, and settlement of any **Claim**, including but not limited to attending hearings, depositions, and trials, preserving, and obtaining evidence, and giving written statements;
2. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with any **Suit**;
3. Provide us with written authorization to obtain records and other information related to the **Suit** and allow us to conduct and control the defense of such **Suit**;
4. Promptly tender the defense and indemnity of a **Claim** to any other insurer which also has available insurance for such **Claim**;

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5. Submit to examination and interrogation under oath; and
 6. Assist in enforcing any right of contribution or indemnity against any person or organization that may be liable to an insured.

Under no circumstances shall an insured incur any **Claim Expenses**, admit liability for any **Claim**, enter into any settlement agreement, stipulate to any judgment, or agree to any arbitration without the prior written consent of the **Company**. Any settlement, **Damages** or **Claim Expenses** incurred or agreed to prior to the **Company** giving its written consent shall not be covered under this Policy.

C. Right to Investigate and Settle

We shall have the right, but not the duty, to investigate any **Claim, Occurrence, Offense** or **Suit**, and may settle any **Claim** at our discretion.

D. Reimbursement to the Company

If the **Company**, in the exercise of its discretion and without any obligation to do so, pays any amount within the amount of the Deductible, the **Named Insured**, or upon the **Named Insured's** failure to pay, the insureds jointly and severally, shall be liable to the **Company** for any and all such amounts paid by the **Company**.

E. Right of Subrogation

In the event of any payment under this Coverage Part, we shall be subrogated to any insured's rights of recovery thereof against any person or entity. You must execute and deliver instruments and papers and do whatever else is necessary to secure such rights and must do nothing to prejudice such rights.

Any amount recovered upon the exercise of our rights of subrogation shall be applied as follows: first, to the repayment of expenses incurred in connection with the subrogation; second to **Damages** or **Claim Expenses** paid by you in excess of the Limits of Liability; third, to **Damages** or **Claim Expenses** paid by us; fourth, to **Damages** or **Claim Expenses** paid by you in excess of the Deductible; and last, to the repayment of the Deductible.

F. Other Insurance

If there is other valid and collectible insurance that applies to a **Claim**, then the insured shall, as a condition precedent to coverage under this Coverage Part, immediately tender the defense and indemnity of that **Claim** to the insurance carrier providing coverage. In addition, this insurance shall be excess over any other such valid and collectible insurance whether such insurance is stated to be primary, contributory, excess, contingent or otherwise; provided, however, this paragraph shall not apply to any excess liability insurance policy which is purchased specifically to apply in excess of the Limits of Liability of this Coverage Part.

When there is such other insurance, the **Company** will pay only its share of **Damages** and **Claim Expenses**, if any, that exceed the sum of **a.** the total amount that all such other insurance would pay

with respect to such **Claim** in the absence of this coverage, and **b.** the total of all Deductibles or self-insured amounts under all such other insurance.

When this Coverage Part is excess, the **Company** will have no duty to defend the insured against any **Claim** to which this insurance applies. If no other insurer defends the insured, the **Company** may, at its discretion, undertake such a defense and will thereby be entitled to all rights of the insured against those other insurers.

G. Deductible

The Deductible amount as shown on the Declarations Page shall be paid by the **Named Insured** and shall apply to each and every **Claim**. The **Company** shall only be liable for the amount of **Damages** or **Claim Expenses** arising from a **Claim** which is in excess of the Deductible amount as shown on the Declarations Page. Such amounts shall, upon written demand by the Company, be paid within thirty (30) days. If the **Named Insured** fails to pay the Deductible, then all the insureds shall be jointly and severally obligated to pay the Deductible. Any funds advanced by the Company shall serve to reduce the available Limits of Liability.

H. Action Against Us

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

1. To join us as a party or otherwise bring us into a **Suit** asking for damages from an insured; or
2. 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.

I. Bankruptcy or Insolvency

Bankruptcy or insolvency of you or your estate shall not relieve us of any of our obligations under this Coverage Part.

J. Severability

Wherever possible, each provision of this policy shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Policy shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of any prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Communicable Disease Liability Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE FORM

The following exclusion is added to **SECTION V – EXCLUSIONS**, paragraph **A**. Exclusions Applicable to All Coverage Parts:

Communicable Disease

Any loss, damage or injury arising out of, resulting from or in any way connected with **Bodily Injury, Property Damage, Personal or Advertising Injury** or any other loss, cost or expense arising directly or indirectly, in whole or in part, out of the actual or alleged transmission of any communicable disease or which is any way related to the transmission of any communicable disease or any fear or threat of any communicable disease. This exclusion applies even if the **Claims** against any insured allege negligence or wrongdoing in any:

1. Employing, hiring, supervising, training, or monitoring of any person including, but not limited to, any **Employee, Volunteer Worker**, contractor, or others who are working under contract for or on behalf of any insured that may be infected with and transmit any communicable disease;
2. Testing for any communicable disease;
3. Failure to perform services which were either recommended to, intended to, or assumed to prevent any communicable disease or the transmission to others;
4. Procedures, or lack thereof, to manage any communicable disease;
5. Failure to prevent, contain, eradicate, or avert any communicable disease; or
6. Failure to report any communicable disease to authorities.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **Bodily Injury, Property Damage, Personal or Advertising Injury** or any other loss, cost, or expense.

Named Insured:

Policy Number:

Effective Date:

For purposes of this endorsement, and for greater clarity, communicable disease means any disease, virus or contagion, any derivative, mutation or variation of the disease, virus, or contagion, which includes, but is not limited to:

1. Coronavirus disease (COVID-19)
2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)
3. Ebola
4. Avian Influenza (Bird Flu); and
5. Legionella

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

Named Insured:

Policy Number:

Effective Date:
