

**NEW JERSEY
DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002**

THIS NOTICE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

The certified acts of terrorism premium charge shown below is for coverage under this policy for insured losses covered by the Terrorism Risk Insurance Program established by the Terrorism Risk Insurance Act of 2002 (the Act). That Program applies to certain losses, if otherwise covered by your policy, that result from an "act of terrorism," as that term is defined in and certified under the Act (insured losses). This terrorism premium does not include any charges for the portion of insured losses covered by the federal government under the Act. The federal government shares in the payment of insured losses that exceed the statutorily established deductible paid by the insurance company providing the coverage, subject to the "Program Trigger" as defined under the Act. For calendar years up to and including 2006, the federal government's share is 90%; for calendar year 2007 the share is 85%.

If \$0 is shown below for the certified acts of terrorism premium charge, this policy provides such terrorism coverage for no premium charge.

The certified acts of terrorism premium charge shown below does not apply to any insuring agreement or coverage part in this policy for which you did not accept our offer, for a premium charge, of such terrorism coverage. If you did not accept our offer of such terrorism coverage, this policy contains one or more exclusions that apply to certified acts of terrorism under each such insuring agreement or coverage part.

The Act establishes a cap on our liability to pay for insured losses if the aggregate amount of insured losses under the Act exceeds \$100,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount that exceeds such aggregate amount of \$100,000,000,000.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

Name of Insured:

Policy Number:

Effective Date:

Certified Acts Of Terrorism Premium Charge:

Processing Date:

are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Common Section		
Important Notice Regarding Independent Agents and Brokers Compensation (Admitted)	ND044	(0805)
Why You Should Report a Loss to us Promptly	ND027	(0304)
New Jersey Disclosure Notice Terrorism Risk Insurance Act Introduction (St. Paul Fire and Marine)	D0111 40800	(0106) (0587)
Policy Form List	40705	(0584)
General Rules	40701	(0803)
Schedule of Events	40502	(0180)
New Jersey Required Endorsement	40734	(0504)
What To Do If You Have A Loss	40814	(0803)
Inland Marine		
Third Party Property Damage Liability Coverage Summary	I0133	(1006)
Third Party Property Damage Liability Protection	I0134	(1006)
Earth Movement Exclusion Endorsement	I0130	(0906)
Flood Exclusion Endorsement	I0131	(0906)
Owned Property Exclusion Endorsement	I0132	(0906)
Virus or Bacteria Exclusion Endorsement	F0459	(0307)
General Liability		
Commercial General Liability Protection Coverage Summary	47110	(0196)
Commercial General Liability Protection	47500	(0101)
Person or Organizations Required Under Contract or Agreement Endorsement - Additional Protected Persons	L0085	(1297)
Government Unit - Additional Protected Person	L0087	(1297)
Asbestos Exclusion Endorsement	G0468	(0302)
Unsolicited Communication Exclusion Endorsement	G0692	(0804)
Described Operations Limitation Endorsement	L0081	(1297)
Field of Entertainment Limitation Endorsement	L0077	(1297)
Informational Content Limitation Endorsement	L0072	(1297)
Aircraft, Claims or Suits by Named Insureds AgainstEndorsement	L0071	(0805)
Mobile Equipment Subject To Compulsory Or Financial Responsibility Insurance Laws or Scheduled Under Your Auto	G0719	(1204)
Mold, Other Fungi, or Bacteria Exclusion Endorsement	G0492	(0402)
Property Damage Change and Intellectual Property Exclusion Endorsement	G0467	(0701)
Employment-Related Practices Exclusion Endorsement	47153	(0901)
Injury to Participants in Athletic Programs or Activities Exclusion Endorsement	L0655	(0906)

Liquor Liability Exclusion Endorsement	L0650	(0906)
Animal at Described Special Event Exclusion Endorsement	L0651	(0906)
Medical Expenses Exclusion Endorsement	G0167	(0696)
Described Special Event Limitation Endorsement	L0652	(0906)
Hazardous Activities Exclusion Endorsement	L0653	(0906)
Injury to Participants Exclusion Endorsement	L0654	(0906)
Throwing, Kicking, or Launching of Objects Exclusion Endorsement	L0076	(0805)
Premises Damage Redefined Endorsement	L0664	(0906)
Your Products Redefined Endorsement	L0666	(1006)
Collapse Damage Exclusion Endorsement	43931	(0287)

This form contains various rules that apply to your policy. It and the rest of your policy should be read carefully to determine:

- the extent of the coverage provided by your policy; and
- the rights and duties of you and any other person or organization protected under your policy.

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If you commit fraud or misrepresentation.	4	Coverage under your policy ends on your policy's expiration date at 12:01 a.m. at the address shown for you in the Introduction of your policy. But if all or part of your policy is canceled for any reason before that date, the canceled coverage will end on the cancellation date at 12:01 a.m. at such address.
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Bankruptcy Or Insolvency Of Any Person Or Organization Protected Under Liability Protection	6	Your policy contains all of the agreements between you and us concerning the coverage provided by your policy and can be changed only as described in this rule.
How Statutory Or Regulatory Law Affects Your Policy	6	We can make changes in our standard insurance policy forms from time to time. Such changes must conform to applicable law and may be filed with insurance regulatory authorities for approval.

Special Rights And Duties Of The First Named Insured

When more than one insured is named in the Introduction of your policy, the first named insured has special rights and duties. Those rights and duties are explained in the following General Rules:

- Cancellation.
- Policy Changes.
- Premiums.

If we make any such change, while your policy is in effect, that:

- would broaden or extend the coverage your policy provides; and
 - can be legally added to your policy without increasing your premium;
- you'll automatically receive the benefit of the broadened or extended coverage beginning at:
- 12:01 a.m.; or

otherwise begins at that time;
on the effective date of the change at the address shown for you in the Introduction of your policy.

If we make any such change before your policy begins and that change still applies to a standard insurance policy form which:

- is part of your policy when your policy begins; or
- is made part of your policy after your policy's effective date;

you'll automatically receive the benefit of that broadened or extended coverage beginning at the time and on the effective date that form is, or is made, part of your policy.

We don't have to provide any written notice, or a written form that's made part of your policy, for you to receive such benefits.

We can make other changes in your policy and, with our consent, the first named insured can make changes in your policy too. But such changes can be made only with a written form that:

- is made part of your policy; and
- is signed by us or one of our authorized representatives.

Premiums

We compute the premium for your policy in accordance with our rules and rates which apply to your policy.

Estimates. All or part of your premium may be based on estimates.

If estimates are used, your policy will contain an endorsement, summary, or other form that shows:

- we used estimates; and
- when and how we'll compute your actual premium.

We'll compute your actual premium, when complete information is available, at the end of:

- the policy period;
- each one-year period that's part of the policy period, if the policy period is longer than one year; and
- any interim audit period that's shorter than one year, if an interim audit period applies during the policy period.

actual premium in accordance with our rules and rates which apply to your policy and for that period.

If your actual premium is:

- more than the estimated premium you've paid, you'll owe us the difference; or
- less than the estimated premium you've paid, we'll return the difference;

except as described in the Additional or return premium section.

You must keep accurate records of the information we'll need to compute your actual premium. Your agent or broker can explain the type of records we'll need. The first named insured must mail, deliver, or otherwise give to us a copy of those records when we request them.

However, we don't have to request or use any records to compute your actual premium if we determine, in accordance with our rules and rates which apply to your policy, that your premium based on estimates is your actual premium.

Additional or return premium. We or your agent or broker will tell the first named insured about any additional or return premium for your policy.

However, we won't charge an additional premium, or refund a return premium, for any difference in premium of \$15 or less that results from:

- your actual premium being more or less than the estimated premium you've paid; or
- any change made in your policy, including any cancellation of all or part of your policy by you or us.

But we'll refund a return premium of \$15 or less for your policy if the first named insured requests that we do so. We'll apply this rule for waiving additional or return premiums separately each time your policy is changed.

In any event, your policy premium won't be less than the minimum policy premium we're allowed to charge in accordance with our rules and rates which apply to your policy.

Your bill. The first named insured:

- will be the one we'll bill for all premiums for your policy;
- is responsible for paying all premiums for your policy when due; and

return premium for your policy.

The due date for each premium owed us for your policy is the date shown as the due date on your bill for that premium.

If the first named insured is also the first named insured under:

- any other policy with us; or
- any policy with any of our affiliated insurance companies;

we may bill, under one statement, the premium for:

- your policy; and
 - any or all of those other policies;
- regardless of their type, what they cover, or their policy periods.

If we bill the premium for such policies under one statement:

- we may adjust your bill under that statement to reflect the total of any additional or return premium for any or all of those policies;
- we'll apply any partial payment of the minimum premium due under your bill proportionately to each of those policies unless the first named insured requests at the time of such payment that we apply it differently; and
- for any of those policies with a return premium, the first named insured may request that we refund such premium with a separate payment.

Our Right To Inspect And Audit

You must allow us to inspect your property and operations during normal business hours while your policy is in effect.

However, we aren't required to:

- make any such inspection; or
- guarantee that your property or operations are safe, or conform to any code, law, regulation, or standard;

except as required by any applicable state or municipal code, law, regulation, or standard for the certification of boilers, pressure vessels, or elevators.

This rule also applies to any person or organization that makes insurance inspections, surveys, reports, or recommendations for us.

and make copies of your financial books and records that relate to the coverage provided by your policy at any time up to three years after your policy ends.

Cancellation

By the first named insured. The first named insured can cancel all or part of your policy at any time before your policy's expiration date with an advance notice of cancellation to us or one of our authorized representatives.

To cancel, the first named insured:

- must deliver to us or one of our authorized representatives; or
- must mail to us, if such delivery isn't possible;

your policy, or the part of your policy to be canceled, and must provide the date the cancellation will be effective.

By us. We can cancel all or part of your policy at any time before your policy's expiration date.

If we cancel, the first named insured:

- is responsible for receiving the cancellation notice from us for you; and
- will be the one to whom we'll mail or deliver the cancellation notice.

Also, we'll mail or deliver the cancellation notice to the first named insured at least:

- 10 days, if we're canceling for nonpayment of premium; or
- 30 days, if we're canceling for any other reason;

before the date the cancellation will be effective.

If the cancellation notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof that the first named insured received such notice.

Return premium. We'll compute, in accordance with our rules and rates which apply to your policy, the cancellation return premium, if any, on a pro rata basis. But for a cancellation by the first named insured, we may compute any such premium on less than a pro rata basis.

As soon as possible, we'll refund any cancellation return premium, except as

premium section of the Premiums section, to the first named insured.

However, the cancellation will be effective regardless of whether or not we've made or offered such a refund.

Fraud And Misrepresentation

If you commit fraud or misrepresentation. If, before or after a loss, you:

- hide any important information from us;
 - mislead, lie to, or defraud us; or
 - attempt any such actions;
- about any matter concerning the coverage provided by your policy, we can consider your policy to be void for you and all other persons and organizations protected under your policy.

We'll consider such fraud or misrepresentation committed by any of the following to also be committed by you:

- Your spouse if you're an individual.
- Any of your partners or co-venturers, or their spouses, if you're a partnership or joint venture.
- Any of your members or managers if you're a limited liability company.
- Any of your trustees if you're a trust.
- Any of your shareholders if you're a professional association.
- Any of your appointed or elected officials if you're a public entity or tribal government.
- Any of your directors or executive officers if you're a corporation or an other organization.

If other persons or organizations commit fraud or misrepresentation. If, before or after a loss, any person or organization protected under your policy, other than you and the persons and organizations described in the last paragraph of the If you commit fraud or misrepresentation section:

- hides any important information from us;
- misleads, lies to, or defrauds us; or
- attempts any such actions;

about any matter concerning the coverage provided by your policy, we can consider your policy to be void for only that person or organization.

We'll consider such fraud or misrepresentation committed by any of the

- organization protected under your policy;
- Any of its partners or co-venturers if that organization is a partnership or joint venture.
- Any of its members or managers if that organization is a limited liability company.
- Any of its trustees if that organization is a trust.
- Any of its shareholders if that organization is a professional association.
- Any of its appointed or elected officials if that organization is a public entity or tribal government.
- Any of its directors or executive officers if that organization is a corporation or an other organization.

Unintentional errors or omissions. We won't consider errors or omissions that are unintended by:

- you; and
- all other persons and organizations protected under your policy that are described in the last paragraph of the If you commit fraud or misrepresentation section and commit such errors or omissions;

to be fraud or misrepresentation as described in that section.

Also, we won't consider errors or omissions that are unintended by:

- all other persons and organizations protected under your policy; and
- all persons and organizations described in the last paragraph of the If other persons or organizations commit fraud or misrepresentation section;

that commit such errors or omissions to be fraud or misrepresentation as described in that section.

Assignments And Transfers

Neither you nor any other person or organization protected under your policy can assign, transfer, or otherwise turn over, your interest in it without consent from us in a written form that's made part of your policy.

However, if you're an individual named insured and you die:

- your legal representatives will have your rights and duties under your policy, but only while acting within the scope of their duties as your legal representatives; and

appointed, any person or organization that properly has temporary custody of your property will have your rights and duties concerning that property under your policy.

Lawsuits Against Us

No person or organization can sue us to recover under your policy unless all of your policy's terms have been fully complied with.

If your policy provides property or other first-party protection. Any suit to recover on a loss under any property or other first-party protection provided by your policy must begin within two years after the date on which the direct physical loss or damage occurred to the property that's required to sustain such loss or damage for the loss to be covered under that protection.

If your policy provides liability protection. No person or organization can sue us to recover on a loss under any liability protection provided by your policy until the amount of the liability of a person or organization protected for that loss under your policy has been finally decided either by a judgment or by a written agreement signed by:

- us;
- the person or organization protected under your policy; and
- the person or organization making a claim or bringing a suit for the loss.

Once liability has been so determined, that person or organization making the claim or bringing the suit may be able to recover under your policy, up to the limit of coverage that applies. But such person or organization can't sue us directly or join us in a suit against that person or organization protected under your policy until liability has been so determined.

Recovering Damages From A Third Party

You or other persons or organizations protected under your policy may also be able to recover from others all or part of any loss for which we make a payment.

Any such right of recovery, and the proceeds of any settlement or judgment that may result from the exercise of that right, belongs to us.

and organizations that:

- are protected under your policy; and
- are, or may be, involved in a loss for which we make, or may make, a payment; must do all that's possible after the loss to:
 - preserve for us any such right of recovery or any such proceeds; and
 - cooperate with us in any attempt to exercise any such right of recovery.

However, before any loss, you or any other person or organization protected under your policy may waive its right of recovery for the loss without our consent.

If we exercise our right of recovery under your policy and we recover more than we've paid, the excess amount will belong to the person or organization protected under your policy that had the loss. But we'll first deduct our recovery expenses from any such amount recovered by us.

Appraisal Of A Covered Loss Amount In Dispute Under Property Or Other First-Party Protection

If your policy provides property or other first-party protection and you and we can't agree on the amount of a loss covered under that protection, the following procedure will be used to settle the dispute:

1. Either you or we will make a written demand for an appraisal of the covered loss amount in dispute.
2. Within 30 days of the demand, you and we will each select a competent and impartial appraiser and notify the other of the selection.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either of them may request that the selection be made by a judge of a court having jurisdiction.
4. The appraisers will each state separately their appraisal of the covered loss amount in dispute. If they can't agree on that amount, they'll submit their appraisals to the umpire. The umpire's agreement to one of those appraisals will be binding.
5. You'll pay the fees of your appraiser. We'll pay the fees of our appraiser. Other costs of the appraisal, including

equally by you and us.

Bankruptcy Or Insolvency Of Any Person Or Organization Protected Under Liability Protection

If your policy provides liability protection, the bankruptcy or insolvency of:

- any person or organization protected under that liability protection; or
- any estate of that person;

won't relieve us of our obligations under such liability protection.

However, if such liability protection contains an exclusion or other coverage limitation for loss that results from such bankruptcy or insolvency, this rule doesn't change or eliminate that exclusion or other coverage limitation.

Policy
Any part of your policy that conflicts with any requirement of statutory or regulatory law which applies is automatically changed to conform to that law.

This endorsement changes your policy to comply with, or otherwise respond to, New Jersey law.

Therefore, each change made by this endorsement applies only to the extent:

- required by New Jersey statutory or regulatory law; or
- specifically described in the part of this endorsement which makes that change.

As a result, if the address shown for you in the Introduction of your policy is outside New Jersey, each change that's made to comply with New Jersey statutory or regulatory law applies only if, and to the extent, your policy provides coverage for:

- a loss of or to, or that results from, property in New Jersey; or
 - a loss that results from your operations in, or which affect, New Jersey;
- and such statutory or regulatory law applies to such coverage.

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and/or the insured's lawful representative upon written request.

This provision does not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered, unless the policy is a renewal policy.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured and anyone else who's entitled to receive a copy of that notice.

Cancellation

The following replaces the Cancellation section of the General Rules.

How you can cancel. You can cancel this policy in whole or in part at any time. To cancel, you must deliver the policy or the part you want canceled to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want coverage to end. You'll get a refund for the unused premium less a charge for early cancellation.

How we can cancel or non-renew. Pursuant to New Jersey Law, this policy cannot be canceled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious, or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured

We'll send the notice at least 10 days before coverage will end if we cancel:

- For nonpayment of premium;
- Because we believe there is danger or probability that you'll destroy, or allow to be destroyed, covered property to collect the insurance proceeds. We would consider this to be a moral hazard; or
- Because we believe there is substantial risk, danger, or probability that your character, circumstances, or personal habits may increase the probability of loss or liability for which we may be held responsible. We would consider any such risk, danger, or probability to be a moral hazard.

We'll send the notice at least 30 days before coverage will end if we cancel for any other reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a renewal policy, we can cancel only for the following reasons.

2. *Moral hazard.* We can cancel if we believe that a moral hazard exists, as defined in N.J.A.C. 11:1-20.2(f). We have also described what we consider to be a moral hazard in the How we can cancel policies in effect less than 60 days section.
3. *Fraud or material misrepresentation.* We can cancel if we discover that in obtaining this policy, you or your representative have made a material misrepresentation. We can also cancel if we discover that you or your representative have committed acts of fraud that materially affect the nature and insurability of what we're insuring against.
4. *Increase in hazard or change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we're insuring against. But this does not apply to a change that we should reasonably have foreseen when we issued the policy.
5. *Breaking the terms of this policy.* We can cancel this policy if you violate any of this policy's terms, and that violation materially affects the nature and insurability of what we're insuring against.
6. *Failure to cooperate on loss control recommendations.* We can cancel if you fail to follow loss control recommendations, and that failure materially affects the nature and insurability of what we're insuring against.
7. *Loss of or reduction in our capacity to write this insurance.* We can cancel if we lose, or experience a reduction, in our availability or capacity to insure the type of risk that this policy insures against.
8. *Law changes.* We can cancel if changes in:
 - written laws; or
 - interpretation of legal cases by the courts;after we have issued this policy materially increase the risk that we're insuring against.
10. *Violation of laws or ordinances.* We can cancel if you violate any federal, state or local fire, health, safety, building, or construction law, regulation, or ordinance that involves the risk we're insuring against. You must first be given written notification that you are in violation of such law, regulation, or ordinance. We can cancel within 60 days of that notice.
11. *Failure to provide underwriting information.* We can cancel if you fail to provide information to us that is reasonable and necessary for underwriting purposes. However, this reason only applies if we have provided a written request for the information and have given you a reasonable period of time to respond.
12. *Agency termination.* We can cancel if we have ended our agreement with the agent that represented us in obtaining your policy. However, this reason applies only if:
 - We can show that replacement coverage at comparable rates has been made available to the first named insured, and that we have informed the first named insured in writing of the right to continued insurance with us; or
 - We have informed the first named insured in writing of the right to continued insurance with us, and the first named insured has agreed in writing to cancellation or nonrenewal because of the termination of our agreement with first named insured's agent.
13. *Other underwriting reasons.* We may cancel this policy for other reasons that follow our underwriting guidelines for cancellation of commercial lines coverage.

If we cancel for any of these reasons, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, or for the existence of a moral hazard as we explain above, we'll send at least 10 days notice before coverage will end. If we cancel for any other reason, we'll send at least 60 days notice before coverage will end. The notice will state the reason for cancellation. If we are canceling for nonpayment of

that cancellation for nonpayment will take effect. If you pay the premium due by that date, the cancellation for nonpayment won't take effect.

Non-renewal. We may decide not to renew or continue this policy. We may do so for the same reasons as are permitted for cancellation. If we do not renew, we'll mail or deliver a notice of non-renewal to the first named insured and anyone else entitled to receive notice at least 30 days before the expiration date of this policy, unless:

- you've obtained replacement insurance; or
- you've agreed in writing to terminate the policy.

Mailing the cancellation or nonrenewal notice. We'll send our notice of cancellation or nonrenewal by certified mail, or by first class mail if we have obtained a Post Office Proof Of Mailing. We don't have to send notice of cancellation or nonrenewal if the first named insured has requested cancellation, or has obtained replacement insurance.

Renewal Premium

We will notify you of the renewal premium and any change in your coverage not more than 120 days nor less than 30 days prior to the date your premium is due.

Property Protection - Automatic Increase In Insurance

If your policy includes property protection, the section titled Automatic increase in your insurance doesn't apply to your stock.

Also, reference in your agreement to a penalty from an Agreed Amount Rule doesn't apply to any property that is subject to such automatic increase.

Property Protection - Periodic Appraisal

The following rule is added to your property protection.

Periodic appraisal. On the date your agreement begins, and periodically when necessary, we must either have an agreed amount or an appraisal to determine the right amount of coverage for your agreement. We must review this agreement or appraisal every two years.

Lead Paint Examples

If your policy includes Commercial General Liability Protection or Umbrella Excess Liability Protection, the following applies:

If there's an "asbestos ceiling tile" example paragraph or "apartment with lead paint" example paragraph that follows the definition of protected person's premises in any Pollution exclusion in either of those insuring agreements, those example paragraphs are deleted.

Liability Protection - Prejudgment Interest

If your policy includes liability protection, the following is added to the What This Agreement Covers section. This change broadens coverage.

Prejudgment interest. We'll pay the prejudgment interest awarded against the protected person on that part of any judgment paid by us. And we'll consider such payment to be in addition to the limits of coverage. But if we make an offer to pay the limit of coverage that applies, we won't pay the prejudgment interest that accumulates after the date of the offer.

General Liability - Claim Information

We will provide the first named insured the following claim information relating to this and any preceding general liability insuring agreement we have issued to you during the previous three years:

- A list of each event of which we were notified in accordance with our rules in the What To Do If You Have A Loss page. This will include a brief description of each event, and whether or not any claim arising from such event is open or closed; and
- A summary of payments made and amounts reserved for each policy year. This will be shown separately for each applicable total limit.

General liability insuring agreement means any of the following agreements:

- Commercial General Liability Protection
- Liquor Liability Protection
- Owners Or Contractors Liability Protection
- Products And Completed Work Liability Protection

Amounts reserved are based on our judgment. They can be changed, and should not be considered as final settlement amounts. You must not give this information to any claimant or their representative without our consent.

We'll provide this information within 45 days after we receive the first named insured's written request. However, this request must be made during the policy period.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any warranty or promise to anyone that this information has no errors.

Lawyers Professional Liability Protection - Claims-Made - Limits Of Coverage

If your policy includes Lawyers Professional Liability Protection - Claims-Made, the following changes apply to the Limits Of Coverage section, but only if such protection:

- provides limits of coverage of at least \$1,000,000; and
- does not include an endorsement that specifically provides for the payment of defense expenses in addition to the limits of coverage.

1. The following replaces the Each wrongful act limit section.

Each wrongful act limit. If the total amount paid as defense expenses for all claims or suits for loss covered by this agreement, other than under the Publishing and nonprofit services liability section, that is caused by the same wrongful act or related wrongful acts is less than 50% of this limit, this limit is the most we'll pay as damages for all such claims or suits.

However, if the total amount paid as defense expenses for all claims or suits for loss covered by this agreement, other than under the Publishing and nonprofit services liability section, that is caused by the same wrongful act or related wrongful acts is equal to or more than 50% of this limit, this limit less that portion of the total amount paid as

suits which exceeds 50% of this limit, is the most we'll pay as damages for all such claims or suits.

2. The following replaces the Total limit section.

Total limit. This is the most we'll pay as:

- damages; and
 - all defense expenses which reduce an Each wrongful act limit;
- for the combined total of all claims or suits for loss covered by this agreement that are first made or brought against one or more protected persons and reported to us in a policy year.

We explain when we consider a claim or suit to be:

- first made or brought against a protected person; and
 - first reported to us;
- in the When This Agreement Covers section.

Medical Professional Liability Protection - Claims-Made Optional Reporting Period

If your policy includes medical professional liability protection - claims-made, the following replaces the first two paragraphs of the Limited Reporting Period section:

If this agreement ends because one of us chooses to cancel or not renew it, you will have 30 days from the date this agreement ends to first report claims or suits that would have been covered if they had been reported before the date the cancellation or nonrenewal takes effect.

However, the limited reporting period won't apply to claims or suits for covered injury or damages which:

- are covered by any other insurance you buy that takes effect on or after the ending date of this agreement; or
- would have been covered by such insurance if its limits of coverage hadn't been used up.

Other Terms

All other terms of your policy remain the same.

- obtaining the attendance of witnesses; and
- taking other reasonable steps to help us investigate or settle, or defend a person or organization protected under your policy against, a claim or suit.

5. Not assume any financial obligation or pay out any money, other than for first aid given to others at the time of an accident, without our consent.

When we consider you to have knowledge of an accident, act, error, event, incident, offense, or omission. If you're an individual, we'll consider you to have knowledge of an accident, act, error, event, incident, offense, or omission only if you have knowledge of it or any person has knowledge of it while he or she is your:

- spouse;
- employee and is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by you to tell us, one of our authorized representatives, or any of the persons described above, about that accident, act, error, event, incident, offense, or omission.

If you're an organization, we'll consider you to have knowledge of an accident, act, error, event, incident, offense, or omission only if any person has knowledge of it while he or she is your:

- partner or co-venturer, or his or her spouse, if you're a partnership or joint venture;
- member or manager if you're a limited liability company;
- trustee if you're a trust;
- shareholder if you're a professional association;
- appointed or elected official if you're a public entity or tribal government;
- director or executive officer if you're a corporation or an other organization;
- employee and is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by you to tell us, one of our authorized representatives, or any of the persons described above, about that

offense, or omission.

However, if:

- you're a partnership, joint venture, limited liability company, trust, or professional association; and
- any of your partners, co-venturers, members, trustees, or shareholders is an organization;

we'll also consider you to have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that organization's:

- partner or co-venturer if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government; or
- director or executive officer if it's a corporation or an other organization.

When we consider other persons or organizations to have knowledge of an accident, act, error, event, incident, offense, or omission.

We'll consider any person or organization protected under your policy, other than you, to have knowledge of an accident, act, error, event, incident, offense, or omission if you or any of the persons described in the When we consider you to have knowledge of an accident, act, error, event, incident, offense, or omission section has knowledge of it.

Also, if any such other person protected under your policy is a sole proprietor, we'll consider that sole proprietor to also have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that sole proprietor's:

- employee and is or acts as its insurance or risk manager or holds a position in its insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by that sole proprietorship to tell that sole proprietor, any of the employees described above, that sole proprietorship's insurer, or one of that insurer's authorized representatives, about that accident, act, error, event, incident, offense, or omission.

organization protected under your policy to also have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is that organization's:

- partner or co-venturer if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government;
- director or executive officer if it's a corporation or an other organization;
- employee and is or acts as its insurance or risk manager or holds a position in its insurance, risk management, or legal department; or
- employee, or authorized person, with a duty given by that organization to tell its insurer, one of its insurer's authorized representatives, or any of the persons described above, about that accident, act, error, event, incident, offense, or omission.

● any organization protected under your policy, other than you if you're an organization, is a partnership, joint venture, limited liability company, trust, or professional association; and

- any of its partners, co-venturers, members, trustees, or shareholders is an organization;

we'll also consider such organization that's protected under your policy to have knowledge of an accident, act, error, event, incident, offense, or omission if any person has knowledge of it while he or she is such partner, co-venturer, member, trustee, or shareholder organization's:

- partner or joint venture if it's a partnership or joint venture;
- member or manager if it's a limited liability company;
- trustee if it's a trust;
- shareholder if it's a professional association;
- appointed or elected official if it's a public entity or tribal government; or
- director or executive officer if it's a corporation or an other organization.

We've designed this agreement to protect you for your legal liability for loss or damage to certain property of others.

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Exclusions - Losses We Won't Cover	2	Property Covered We'll cover property of others that's: <ul style="list-style-type: none">• in your care, custody, or control; and• used, or intended to be used, in connection with a described special event. <p><i>Described special event</i> means the special event shown in the Coverage Summary.</p>
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List Of Terms With Defined Meanings Shown In This Agreement	5	We'll have the right to investigate any claim or suit to the extent that we believe is proper. We'll also have the right to settle any claim or suit within: <ul style="list-style-type: none">• any applicable deductible; or

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit we defend. These payments are in addition to the limit of coverage. But our duty to make such payments ends when we have used up the limit of coverage that applies with the payment of judgments or settlements.

Our expenses. We'll pay expenses we incur.

Expenses incurred by you. We'll pay all reasonable expenses that you incur at our request while helping us investigate or defend a claim or suit. But we won't pay for loss of earnings.

Appeal bonds. If we have the duty to appeal a judgment that includes damages covered by this agreement, and you agree we can appeal that judgment, we'll pay the cost of any appeal bond required for that appeal. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse you, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond. The results of an appeal won't change the limit of coverage that applies under this agreement.

Property Covered Only If Described

We won't cover the following property unless it's described in the Coverage Summary:

- Buildings, leasehold tenants' improvements and betterments, furniture or fixtures.
- Computer software or data media, films, tapes, or soundtracks.

Property Not Covered

We won't cover the following property.

- Aircraft, satellites and spacecraft.
- Live animals, birds, and fish.
- Contraband, or property in the course of illegal transportation or trade.
- Fine arts.
- Antiques, jewelry, precious and semiprecious stones, gold, silver, platinum or other precious metals.

securities, accounts, bills, notes, and other evidence of debt.

- Valuable papers and records, manuscripts, abstracts, drawings, index systems, blueprints, maps, historical documents, and business records.
- Watercraft, including any motors, equipment, and accessories used with such watercraft.
- Lawns, land, land value, land restoration, growing crops, trees, shrubs and plants.
- Water, and water restoration.
- Transmission, communications or distribution lines.
- Self-propelled land vehicles and other vehicles licensed and designed or use on public roads, such as cars, trucks, and trailers.
- Real property rented to or leased by you that you use for any purpose other than a described special event.
- Personal property rented to or leased by you that you use for any purpose other than a described special event.

When You're Covered

Coverage under this agreement begins and ends on the dates shown in the Introduction.

Exclusions - Losses We Won't Cover

When we use the word loss in this section we also mean damage.

Contamination. We won't cover loss caused by or resulting from any kind of contamination of covered property.

Because contamination could involve pollutants, nuclear reaction, nuclear radiation, or radioactivity, this exclusion applies in addition to any pollution exclusion or nuclear activity exclusion that applies and is in or made part of this agreement.

If a loss not otherwise excluded results, we'll pay for that resulting loss.

Disappearance. We won't cover loss of property that is missing where:

- the only evidence of the loss is a shortage disclosed on taking inventory; or
- there is no physical evidence to show what happened to the property.

loss resulting from theft, or any other dishonest or criminal act, committed by you, or any of your partners, members, managers, directors, officers, trustees, agents, or employees, regardless of whether such:

- person is acting alone or in collusion with others; or
- act is committed during the hours of employment.

Nor will we cover dishonest acts of anyone that you entrust with covered property other than a common carrier.

However, this exclusion doesn't apply to acts of destruction by your employees. We'll consider leased employees to be employees.

Electrical damage. We won't cover loss to electrical equipment, including wiring, caused by or resulting from artificially generated electrical current, including electrical arcing.

If fire results, we'll pay for that resulting loss.

Electronic recordings. We won't cover loss to electronic recordings caused by or resulting from electrical or magnetic injury, disturbance, or erasing.

Expected or intended loss or damage. We won't cover loss that's expected or intended by you.

Failure to provide reasonable and proper care. We won't cover loss that's caused by or resulting from your failure to provide reasonable and proper care of property you use.

Governmental action. We won't cover loss caused directly or indirectly by:

- seizure or confiscation of property by any government or public authority; or
- destruction of property under quarantine or customs regulation.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But this exclusion won't apply to property destroyed by a civil authority in order to stop the actual spread of fire when such fire is otherwise covered by this agreement.

the loss event results in widespread damage or affects a substantial area.

Indirect loss. We won't cover loss caused by or resulting from:

- delay;
- loss of market;
- loss of use; or
- any indirect loss.

Mechanical breakdown. We won't cover loss caused by or resulting from:

- mechanical breakdown or failure; or
- rupture or bursting caused by centrifugal force.

If loss from fire, smoke, lightning, wind, hail, explosion, vehicles, aircraft, vandalism, malicious mischief, civil disturbance, riot, sprinkler leakage, sinkhole collapse, volcanic action, building glass breakage, falling objects, weight of ice, weight of snow, weight of sleet, or water damage results, we'll pay for that resulting loss.

Nuclear activity. We won't cover loss caused directly or indirectly by nuclear reaction, nuclear radiation, or radioactive contamination. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. If fire results, we'll pay for that resulting loss.

This exclusion applies regardless of whether the loss event results in widespread damage or affects a substantial area.

Planning, design, materials, maintenance. We won't cover loss caused by or resulting from faulty, inadequate, defective, or lack of:

- planning, zoning, development, surveying, siting;
 - design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - materials used in repair, construction, renovation or remodeling; or
 - maintenance
- of part or all of any covered property.

If a loss not otherwise excluded results, we'll pay for that resulting loss. But we won't pay for:

- any cost of correcting or making good the fault, inadequacy, or defect itself,

tear out, repair or replace any part of any property to correct the fault, inadequacy or defect; or

- any resulting loss or damage by a covered cause of loss to the property that has the fault, inadequacy or defect until the fault, inadequacy or defect is corrected.

Pollution. We won't cover loss caused by or resulting from pollution.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

But we won't apply this exclusion to loss caused by or resulting from pollution if the pollution is caused by or results from any of the following causes of loss:

- Fire.
- Lightning.
- Explosion.
- Wind.
- Hail.
- Smoke.
- Vehicles.
- Aircraft.
- Civil disturbance.
- Riot.
- Vandalism.
- Sprinkler leakage.
- Sinkhole collapse.
- Volcanic action.
- Falling objects.
- Weight of snow, weight of ice, or weight of sleet.
- Water damage.

Nor will we pay for the costs associated with the enforcement of any ordinance, regulation, or law that requires you or anyone else to:

- test for, monitor, clean up, remove;
- contain, treat, detoxify, neutralize; or
- in any way respond to, or assess the effects of

pollutants, mold or other fungi, wet or dry rot, or bacteria.

Pollution means the discharge, dispersal, escape, migration, release, or seepage of any pollutant.

loss caused by or resulting from ice, snow, rain or sleet to personal property while outside a building.

Seepage or leakage. We won't cover loss caused by or resulting from water or steam that seeps or leaks, or the presence or condensation of humidity, moisture, or vapor, that occurs over a period of 14 days or more.

War. We won't cover loss caused directly or indirectly by:

- war, whether declared or undeclared, or civil war, including anything done to hinder or defend against an actual or expected attack;
- warlike action by a military force, government, sovereign, or other authority using military personnel or other agents, including anything done to hinder or defend against an actual or expected attack; or
- invasion, insurrection, rebellion, revolution, or seizure of power, or anything done to hinder or defend against such actions.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This exclusion applies whether or not the loss event results in widespread damage or affects a substantial area.

Wear, tear, deterioration, animals. We won't cover loss caused by or resulting from:

- wear and tear;
- deterioration, mold, wet or dry rot, rust, or corrosion;
- shrinkage, evaporation, loss of weight;
- changes in flavor, color, texture, or finish;
- nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- the inherent nature of the property.

Inherent nature means a latent defect or any quality in the property that causes it to deteriorate or destroy itself.

Rules For Loss Adjustment

When a loss occurs, we'll consider the following factors in determining what we'll pay:

We may adjust losses with the owners of lost or damaged property. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We won't pay the owners more than their financial interest in the insured property.

But we won't pay more than the limit of coverage that applies to the property.

Pairs and sets. One or more parts of a pair or set may be lost or damaged. If this happens, we'll consider the importance of the lost or damaged part to the set in determining the amount we'll pay. We'll be fair and reasonable, but we won't pay for the whole set.

Limit Of Coverage

The limit of coverage shown in the Coverage Summary is the most we'll pay for the combined total of all loss that occurs during the policy period, regardless of the:

- number of events;
- number of described special events;
- amount or type of covered property; or
- number or type of coverages.

Deductible

Your deductible is shown in the Coverage Summary. You'll be responsible for this amount of loss in each event. We'll pay the rest of your covered loss up to the remaining portion of the limit of coverage. If a loss equals or exceeds the remaining portion of the limit of coverage, the payment for such loss will be reduced by the amount of the deductible.

Other Insurance

If there is any other valid and collectible insurance for loss covered by this agreement, we'll share the damages equally except if other insurance is specifically designated as excess insurance and intended to apply over and above the limits provided by this agreement.

However, with respect to:

- loss or damage to real property; and
- loss of use of real property

over any coverage provided by your Commercial General Liability Protection.

When We'll Pay For Loss

We'll pay any covered loss no later than 60 days after:

- we reach an agreement with you;
- a final judgment is entered; or
- an appraisal award is filed.

Other Rules For This Agreement

Preserving Your Rights

The following replaces the Recovering Damages From A Third Party section in the General Rules.

You must do all you can to preserve any rights you have to recover your loss from others. Anyone to whom or for whom we make a loss payment must transfer those rights of recovery to us.

Before a loss occurs, you can give anyone a written release from any responsibility for losses to property. You can also accept ordinary bills of lading from a shipper, even if they limit the carrier's liability for losses.

How A Loss Affects Your Limit Of Coverage

If you have a loss and we pay a claim, your limit of coverage won't be reduced for any later loss that occurs while this agreement is in effect. But if a total loss occurs to a specific item listed in the Coverage Summary, we'll refund the unused premium for that item, and coverage for the item will no longer apply.

Abandoned Property

You can't abandon property to us at any time.

List Of Terms With Defined Meanings Shown In This Agreement

This section lists, in alphabetical order, the terms that have or include defined meanings shown in this agreement. The defined meaning for each of these terms:

and

- is usually located immediately following where that term is first used in this agreement.

However, one or more endorsements or other forms made part of your policy may, without changing this section:

any of these terms; or

- add a defined meaning for any other term.

Term	Page
Described special event	1
Inherent nature	4
Pollution	4

How Coverage Is Changed

The following is added to the Exclusions - Losses Not Covered section. This change excludes coverage.

Earth movement. We won't cover loss caused directly or indirectly by any of the following:

- Earthquake, including any earth sinking, rising, or shifting related to such event.
- Landslide, including any earth sinking, rising, or shifting related to such event.
- Mine subsidence.
- Earth sinking, rising, or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of realty. Earth sinking doesn't include sinkhole collapse.
- Volcanic eruption, explosion, or effusion.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

However, we'll cover loss caused by sinkhole collapse. If earthquake, landslide, mine subsidence, or earth sinking, rising or shifting results in fire or explosion, we'll pay for that resulting loss.

If volcanic eruption, explosion, or effusion results in fire or volcanic action, we'll pay for the loss or damage cause by that fire or volcanic action.

If more than one earth movement occurs within any 168-hour period, we'll consider this one event. This exclusion applies regardless of whether the loss event results in widespread damage or affects a substantial area.

Earthquake means earth movement due to seismic geologic activity that causes movement in the earth's crust.

Mine subsidence means subsidence of a man-made mine, whether or not mining activity has ceased.

Sinkhole means an underground empty space created by the action of water on limestone or dolomite.

Sinkhole collapse means the sudden sinking or collapse of land into a sinkhole.

We won't consider:

- the cost of filing sinkholes; or
- sinking or collapse of land into manmade underground cavities to be sinkhole collapse.

Volcanic action means:

- airborne volcanic blast, airborne shock waves;
- ash, dust, or particulate matter; or
- lava flow

resulting from eruption, explosion, or effusion of a volcano.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to covered property.

Soil conditions includes contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - Losses Not Covered section. This change excludes coverage.

Flood. We won't cover loss caused directly or indirectly by any of the following:

- Flood.
- Mudslide or mudflow.
- Surface water.
- Water, water-borne material, or sewage that backs up, flows, overflows, leaks, seeps, or discharges from a sewer or drain.
- Underground water, water-borne material, or sewage that exerts pressure on, flows, or seeps through a foundation, wall, basement, floor, door, window, or other opening, sidewalk, driveway, or other paved surface.

Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

If fire, explosion, or sprinkler leakage results, we'll pay for that resulting loss.

This exclusion applies regardless of whether the loss event results in widespread damage or affects a substantial area.

Flood means:

- waves, tides, or tidal waves;
- the rising of bodies of water and streams;
- the overflowing or breaking of boundaries or water or streams; or
- spray from any such type of water, regardless of whether driven by wind.

Surface water means water that accumulates or flows on the surface of the ground, as that created by natural causes such as rain, melted snow, or rising springs, but which follows no defined watercourse and does not gather into or form a natural body of water.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

There are five changes that are explained below.

1. The following replaces the Covered Causes Of Loss section. This change excludes coverage.

Covered Causes Of Loss

We'll protect covered property of others for which you are liable against risks of direct physical loss or damage, except those excluded in the Exclusions - Losses Not Covered section.

2. The following bullets are added to the Property Not Covered Section. This change excludes coverage.
 - property held for distribution in any manner;
 - property you own;
3. The following additional benefits in the Additional Benefits section are deleted.
 - Accounts Receivable
 - Business Personal Property
 - Newly Acquired Property
 - Valuable Records Research
4. The following replaces the Computers additional benefit in the Additional Benefits section. This change limits coverage.

Computers

We'll pay up to the limit shown in the Additional Benefits Coverage Summary

for direct physical loss or damage, by a covered cause of loss, to computer equipment, hardware, media, software, and data that you lease or rent from others and for which you are liable, that is used by you for business record keeping, accounting and other office purposes.

We'll pay the actual cost of reproducing lost or accidentally erased data, software, documentation, and source materials used by you for business record keeping, accounting and other office purposes.

5. The following replaces the Property Rented Or Leased To Others additional benefit in the Additional Benefits section. This change limits coverage.

Property Rented Or Leased To Others

We'll pay up to the limit shown in the Coverage Summary for direct physical loss or damage by a covered cause of loss to property of others for which you are liable consisting of equipment relative to your operation and used primarily in connection with motion picture or television production, theatrical stage and concert production, and all other taping and/or recording activities, while such property has been rented or leased by you to others.

Other Terms

All other terms of your policy remain the same.

part of your policy.

How Coverage Is Changed

There are two changes that are explained below.

1. The following is added to the Exclusions - Losses We Won't Cover section, or any similarly named Exclusions section, in any property or inland marine insuring agreement that is a part of your policy. This change excludes coverage.

Virus or bacteria. We won't pay for loss or damage caused by or resulting from any virus, bacterium, or other micro-organism that induces or is capable of inducing physical distress, illness, or disease.

This exclusion applies in addition to any pollution or contamination exclusion that applies and is in or made a part of this agreement.

However, this exclusion doesn't apply to loss or damage caused by or resulting from mold or other fungi, or wet or dry rot.

2. The following is added to any property or inland marine insuring agreement that is a part of your policy.

The term bacteria, and any bacteria definition, wherever used in any property or inland insuring agreement that is a part of your policy is deleted, except as used in the Virus or bacteria exclusion.

Other Terms

All other terms of your policy remain the same.

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage

General total limit. \$ 2,000,000

Products and completed work total limit. \$ 1,000,000

Personal injury each person limit. \$ 1,000,000

Advertising injury each person limit. \$ 1,000,000

Each event limit. \$ 1,000,000

Premises damage limit. \$ 50,000

Medical expenses limit. \$ Excluded

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply, too. If so, they're listed on the Policy Forms List.

Per form L0652(09-06), Described Special Event Limitation Endorsement, the event is limited.
See form 40502 (Schedule of events)

This insuring agreement provides general liability protection for your business. There are, of course, limitations and exclusions throughout this agreement that apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

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organization that qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons.

We'll consider any of the following that happens at any time to be part of such physical harm, sickness, or disease, if it results in or from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

We'll consider any bodily injury that's a continuation, change, or resumption of previously known bodily injury to happen before this agreement begins if such continuation, change, or resumption would otherwise be covered by this agreement because of a continuous, multiple, or other coverage trigger required under the law that applies.

Of course, if there's a continuation, change, or resumption, after this agreement ends, of bodily injury that:

- isn't previously known bodily injury; and
- happens while this agreement is in effect; we'll consider such continuation, change, or resumption to also happen while this agreement is in effect if that would be the result because of a continuous, multiple, or other coverage trigger required under the law that applies.

Previously known bodily injury means bodily injury that happened before this agreement begins and was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that bodily injury to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that bodily injury.
- Any described individual protected person witnessing, or being told of, the beginning, or any change, continuation, or resumption, of all or part of that bodily injury.

Described individual protected person means any of the following:

- Individual.
- Any of your partners or co-venturers that are individuals, or their spouses, if you are a partnership or joint venture.
- Any of your members or managers if you are a limited liability company.
- Any of your directors or executive officers if you are a corporation or other organization.
- Any of your employees who is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged. For example:

One of your employees accidentally causes a fire in your premises. The fire department responds and orders nearby businesses to close for safety reasons while it fights the fire. Your premises is heavily damaged by the fire. But none of the nearby businesses are physically damaged. As a result, we'll consider the period of time those businesses are closed due to your fire to be loss of use of tangible property of others that isn't physically damaged.

We'll consider all physical damage to tangible property of others that's a continuation, change, or resumption of previously known physical damage to tangible property of others to happen before this agreement begins if such continuation, change, or resumption would otherwise be covered by this agreement because of a continuous, multiple, or other coverage trigger required under the law that applies.

Of course, if there's a continuation, change, or resumption, after this agreement ends, of physical damage to tangible property of others that:

- isn't previously known physical damage to tangible property of others; and
- happens while this agreement is in effect; we'll consider such continuation, change, or resumption to also happen while this agreement is in effect if that would be the result because of a continuous, multiple, or other coverage trigger required under the law that applies.

- damaged tangible property to happen at the time of the physical damage that caused it; and
- undamaged tangible property to happen at the time of the event that caused it.

Previously known physical damage to tangible property of others means physical damage to tangible property of others that happened before this agreement begins and was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that property damage to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that property damage.
- Any described individual protected person witnessing, or being told of, the beginning, or any change, continuation, or resumption, of all or part of that property damage.

Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

We explain the terms:

- claim and suit in the Right and duty to defend a protected person section;
- executive officer and other organization in the Corporation or other organization section; and
- employee in the Employees and volunteer workers section.

Personal injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- results from your business activities; and
- is caused by a personal injury offense committed while this agreement is in effect.

Personal injury means injury, other than bodily injury or advertising injury, that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.

from, a room, dwelling, or premises that a person occupies, if such entry or eviction is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.

- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, if such invasion is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.
- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

Covered material means any material in any form of expression, including material made known in or with any electronic means of communication, such as the Internet.

But we won't consider the following to be covered material:

- Any website, part of a website, or content of a website, that's designed, built, maintained, or determined for others by or for any protected person whose business is designing, building, or maintaining, or determining the content of, websites for others.
- Any material made known in an electronic chatroom or bulletin board over which any protected person exercises control, or that any protected person hosts or owns.

Advertising injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered advertising injury that:

- results from the advertising of your products, your work, or your completed work; and
- is caused by an advertising injury offense committed while this agreement is in effect.

We won't consider advertising, borders, or frames for or of others, or links for or to others, that are on or in your website to be advertising of your products, your work, or your completed work.

bodily injury or personal injury, that's caused by an advertising injury offense.

Advertising injury offense means any of the following offenses:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.
- Unauthorized use of any advertising idea or advertising material, or any slogan or title, of others in your advertising.

Advertising means attracting the attention of others by any means for the purpose of:

- seeking customers or supporters; or
- increasing sales or business.

Advertising idea means a manner or style of advertising that others use and intend to attract attention in their advertising.

But we won't consider information used to identify or record customers or supporters, such as a list of customers or supporters, to be an advertising idea.

Advertising material means any covered material that:

- is subject to copyright law; and
- others use and intend to attract attention in their advertising.

Slogan means a phrase that others use and intend to attract attention in their advertising.

But we won't consider slogan to include a phrase used as, or in, the name of:

- any person or organization, other than you; or
- any business, or any of the premises, products, services, work, or completed work, of any person or organization, other than you.

Title means a name of a literary or artistic work.

● covered material in the Personal injury liability section; and

- your products, your work, and your completed work in the Products and completed work total limit section.

Medical expenses. We'll pay covered medical expenses that result from bodily injury caused by an event that happens while this agreement is in effect, even if the protected person isn't legally required to pay such expenses.

Medical expenses means the reasonable expenses incurred by any person or organization for necessary medical services received by a person anytime within three years of the beginning date of an event that causes that person to sustain bodily injury.

Medical services includes:

- first aid received at the time of an event;
- ambulance and emergency care services;
- dental, hospital, medical, nursing, surgical, x-ray, and other health care professional services;
- artificial limbs and organs; and
- funeral services.

We explain the term health care professional services in the Employees and volunteer workers section.

Right and duty to defend a protected person.

We'll have the right and duty to defend any protected person against a claim or suit for injury or damage covered by this agreement. We'll have such right and duty even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any event, offense, claim, or suit to the extent we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Suit means a civil proceeding that seeks damages. It includes:

- an arbitration proceeding for damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for damages to which the protected person submits with our consent.

Injury or damage means:

- bodily injury, personal injury, or advertising injury; or
- property damage.

Offense means any:

- personal injury offense; or
- advertising injury offense.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to \$2,500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the available limit of coverage. We don't have to furnish such bonds.

We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than \$500 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person for covered injury or damage in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

Appeal bonds. If we have the duty to appeal a judgment that includes damages covered by this agreement, and you agree we can appeal that judgment, we'll pay the cost of any appeal bond required for that appeal. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the protected person, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond. The results of an appeal won't change the limits of coverage that apply under this agreement.

Right to appeal a judgment against a protected person. We'll have the right to appeal a judgment that we don't have a duty to appeal. But only if the judgment:

- includes damages for injury or damage covered by this agreement;
- is awarded in a suit for which we defend a protected person; and
- is awarded against the protected person.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All reasonable expenses that any protected person incurs at our request while helping us with the appeal, other than the cost of appeal bonds.
- The cost of any required appeal bond. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the protected person, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.
- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

Bodily injury and property damage liability.

We'll apply this agreement to claims or suits for covered bodily injury or property damage whenever they're made or brought.

Personal injury liability. We'll apply this agreement to claims or suits for covered personal injury whenever they're made or brought.

Advertising injury liability. We'll apply this agreement to claims or suits for covered advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within three years of the beginning date of the event.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered injury or damage that's caused by events that happen, or offenses that are committed, there.

payments under, this agreement in the coverage territory for covered injury or damage that's caused by events which happen, or offenses which are committed, in the rest of the world if the protected person's liability for such injury or damage is determined in a suit on the merits in the coverage territory, or in a settlement agreed to by us, and:

- the events or offenses result from the activities of a person whose home is in the coverage territory, but is away from there for a short time on your business;
- the events result from your products that are made or sold by you in the coverage territory; or
- the offenses are committed in or with any electronic means of communication, such as the Internet.

For example:

You manufacture a product in the coverage territory. It is exported to Norway. A few months later a Norwegian citizen is allegedly injured while using that product and, as a result, sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have the duty to defend you against the suit and pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside of the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain the term your products in the Products and completed work total limit section.

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

is a protected person for bodily injury or personal injury to:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse, or any child, parent, brother, or sister, of that employee or volunteer worker if such injury results from the bodily injury or personal injury to such fellow employee or volunteer worker.

Nor is any employee or volunteer worker a protected person for:

- any obligation to share damages with or repay someone else who must pay damages because of such bodily injury or personal injury; or
- bodily injury or personal injury that results from his or her performance of or failure to perform health care professional services.

Also, no employee or volunteer worker is a protected person for property damage to property that's controlled by:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- that employee or any fellow employee; or
- that volunteer worker, any fellow volunteer worker, or any of your employees.

But we won't apply the exclusions in this Employees and volunteer workers section to:

- bodily injury that results from the providing of or failure to provide first aid by an employee or volunteer worker, other than an employed or volunteer doctor; or
- premises damage.

Nor will we apply this Employees and volunteer workers section to the following protected persons:

- Your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you are a corporation or an other organization.

other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Volunteer worker means any person who:

- isn't an employee or a leased temporary worker;
- donates his or her work; and
- isn't paid a fee, salary, or other compensation for that work.

Employee leasing firm means any person or organization that hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Controlled by means:

- owned, rented, leased, occupied, borrowed, or used by;
- in the care, custody, or control of; or
- being physically controlled for any purpose by.

Health care professional services includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

We explain the term premises damage in the Each event limit section.

managers are protected persons only for their management of premises that you rent, lease, or borrow from others, or own. They may be persons or organizations.

But we won't apply this Real estate managers section to your employees. Instead, we'll apply the Employees and volunteer workers section to them.

Landlords. Any landlord, lessor, manager, or owner of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of that premises while you rent or lease it.

However, no landlord, lessor, manager, or owner is a protected person for injury or damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person for such bodily injury or property damage. But only if there's no valid and collectible other insurance available to cover its liability for the operators.

organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain the terms:

- controlled by in the Employees and volunteer workers section;
- mobile equipment in the Mobile equipment exclusion; and
- other insurance in the Other Insurance section.

Newly acquired or formed organizations. Any organization that you acquire or form while this agreement is in effect that isn't a partnership, joint venture, or limited liability company is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 180 days, or the remainder of the time this agreement is in effect, whichever period is shorter, from the date you acquire or form it, unless we agree it should continue to be a protected person after the end of that period of time;
- bodily injury or property damage that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offense committed before you acquired or formed it; or
- injury or damage that's covered by other similar general liability insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, all protected persons share the limits of coverage shown in the Coverage Summary. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

The limits of coverage shown in the Coverage Summary and the information contained in this section fix the most we'll pay as damages and medical expenses, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

General total limit. This is the most we'll pay for the combined total of:

- all covered bodily injury and property damage that happens in a policy year;
- all covered personal injury that's caused by all personal injury offenses committed in a policy year;
- all covered advertising injury that's caused by all advertising injury offenses committed in a policy year; and
- all covered medical expenses that result from all events that happen in a policy year.

However, we won't apply this limit to bodily injury or property damage that results from your products or your completed work. Instead, we'll apply the products and completed work total limit to such bodily injury or property damage covered by this agreement.

Policy year means the policy period shown in the Introduction, or the period of time that this agreement is in effect, whichever period is shorter. But when that period is longer than one year, policy year means each of the following periods of time that this agreement is in effect, starting with the beginning date of this agreement:

- Each consecutive one-year period.
- Any period that remains after the last consecutive one-year period.

However, if the original policy period shown in the Introduction is extended for a period of less than one year, we'll consider each such extended period to be part of the last policy year, regardless of the number of extensions provided.

For example:

Your original policy period is two years and nine months long. As a result, it has three policy years, each one separate from the other. The first is the first, one year

period. And the third is the remaining nine-month period.

During the third policy year you request, and we provide, two separate extensions of the policy period: a three-month extension, and then a four-month extension. As a result, the third policy year becomes sixteen months long and is still subject to the same limits of coverage that applies when it was nine months long.

We explain the products and completed work total limit, and the terms your products and your completed work, in the Products and completed work total limit section.

Products and completed work total limit. This is the most we'll pay for all covered bodily injury and property damage that:

- results from your products and your completed work; and
- happens in a policy year.

Your products means any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by:

- you;
- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products includes:

- all containers, equipment, materials, or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your products.

But we won't consider the following to be your products:

- Goods or products that are still in your physical possession or on a premises that you rent, lease, or borrow from others, or own.
- Real property.
- Containers that are vehicles provided with or for your products.
- Property that's rented or leased to others.

you allow others to use. For example, a vending machine.

Your completed work means your work that:

- is completed, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete; or
- has been abandoned by you.

We'll consider your work to be completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Your completed work includes:

- any warranty provided with or for your completed work;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your completed work; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your completed work.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials or parts, or tools.
- Work done in connection with transporting property.
- Any premises or other real property that you own.
- Any work done to a premises or other real property that you rent or lease from others, or own.
- Any work while on a premises that you rent, lease, or borrow from others, or own.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work if:

you;

- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

Your work means any:

- work that you're performing or others are performing for you; or
- service that you're providing or others are providing for you.

Your work includes:

- all equipment, materials, parts, or tools being provided or used with or for your work;
- any statement being made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions being provided, or that should have been provided, with or for your work.

We explain the term loading or unloading in the Auto exclusion.

Personal injury each person limit. This is the most we'll pay for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person limit. This is the most we'll pay for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

Each event limit. This is the most we'll pay for all covered bodily injury, property damage, and medical expenses that result from any one event.

However, the most we'll pay for covered premises damage or medical expenses that result from any one event is further limited by the following:

we'll pay for all covered premises damage that's caused by any one event.

Premises damage means property damage to:

- any premises that you rent, lease, or borrow from others; or
- the contents of any premises that you rent from others if you rent such premises for a period of seven or fewer consecutive days.

Medical expenses limit. This is the most we'll pay for all covered medical expenses that:

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

How the limits of coverage apply if a total limit is left blank. If the amount of the general total limit or the products and completed work total limit is left blank in the Coverage Summary, we'll consider that total limit to be the same as the each event limit or \$200,000, whichever amount is more.

Exclusions - What This Agreement Won't Cover

Advertising, broadcasting, or publishing business. We won't cover personal injury that results from any of the following personal injury offenses committed by or for any protected person whose business is advertising, broadcasting, or publishing, if such offense is committed in any advertising, broadcasting, or publishing done by or for that protected person:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

Nor will we cover advertising injury that results from an offense committed by or for any protected person whose business is advertising, broadcasting, or publishing.

We won't consider the placement of advertising, borders, or frames for or of others, or links for or to others, on or in a protected person's website, by itself to

advertising.

Broadcasting means transmitting any audio or visual material for any purpose:

- by radio or television; or
- in or with any other electronic means of communication, such as the Internet, if that material is part of radio or television programming, other entertainment, music, or news programming, or advertising transmitted with that programming.

Publishing means creating and producing any material in any format for distribution or sale to others for any purpose.

But we won't consider creating and producing any of the following material in any format to be publishing:

- Correspondence written in the conduct of your business.
- Material, including bulletins, financial or annual reports, or newsletters, that describes or reports your business activities, your products, your work, or your completed work.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Aircraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of an aircraft; and
- was made before the bodily injury or property damage happens.

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of an aircraft chartered by a protected person if:

- the aircraft is chartered with crew, including a pilot; and
- the protected person isn't using the aircraft to carry persons or property for a charge.

We explain the terms:

- covered contract in the Contract liability exclusion;
- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Auto. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any auto owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the parking of an auto on a premises, or on the ways next to such premises, if:

- the premises is owned, rented, leased, or borrowed by you; and
- the auto isn't owned, rented, leased, or borrowed by any protected person.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

or semitrailer that's designed for travel on public streets or roads.

We'll consider any machinery or equipment that's permanently attached to an auto to be part of the auto.

But we won't consider mobile equipment to be an auto.

Loading or unloading means the handling of property:

- while it's being moved from the place where it's accepted for transportation;
- while it's being loaded, transported, and unloaded; and
- until it's moved to the place where it's finally delivered.

But we won't consider moving property by an unattached mechanical device to be loading or unloading.

Unattached mechanical device includes any forklift, conveyor, or other unattached mechanical device, other than a hand truck.

Entrustment to others means:

- the permitting of others to use or do something; or
- the giving of something to others for safekeeping.

Supervision of others means:

- the directing, managing, or supervising of a worker, including his or her employment, hiring, evaluation, training, or work; or
- the directing, monitoring, safekeeping, or supervising of any other person or organization for any reason.

We explain the terms:

- mobile equipment and specialized equipment in the Mobile equipment exclusion; and
- premises damage in the Each event limit section.

Breach of contract. We won't cover personal injury or advertising injury that results from the failure of any protected person to do what is required by a contract or agreement.

But we won't apply this exclusion to advertising injury that results from the unauthorized use of any advertising idea of others in your advertising if such use isn't

agreement.

Contract liability. We won't cover injury or damage for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to injury or damage for which the protected person would have liability without the contract or agreement.

Nor will we apply this exclusion to the liability of another to pay damages for:

- bodily injury or property damage sustained by others if you have assumed such liability under a covered contract made before the bodily injury or property damage happens; or
- personal injury or advertising injury sustained by others if you have assumed such liability under a covered contract made before the offense that causes such injury is committed.

Also, if you have agreed under the same covered contract to defend, or pay for the defense of, an indemnitee against a claim or suit for such injury or damage covered by this agreement, we'll defend the indemnitee against the claim or suit. But we'll do so because of that covered contract only if:

- that indemnitee isn't a protected person for that injury or damage;
- that claim or suit is for injury or damage for which you have assumed the liability of the indemnitee under the covered contract;
- the injury or damage is covered by this agreement;
- the claim or suit is made or brought against you and the indemnitee;
- we are defending you against the claim or suit under this agreement;
- all of our indemnitee defense control and authority requirements are fulfilled; and
- all of our indemnitee defense cooperation and notice requirements are fulfilled.

When we provide that contract liability indemnitee defense coverage, we'll do the following:

- We'll defend the indemnitee even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

expenses incurred by us in connection with such claim or suit. Such payments are in addition to the limits of coverage.

However, our duty to defend the indemnitee, or pay indemnitee defense expenses incurred by us, under that contract liability indemnitee defense coverage ends when that indemnitee fails to comply with any of our indemnitee defense cooperation and notice requirements. It also ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

When we don't provide that contract liability indemnitee defense coverage for the indemnitee, we'll pay covered indemnitee defense expenses assumed under contract that:

- are incurred by or for that indemnitee; and
- are awarded against you in a judgment or agreed to by us in a settlement;

as if they're amounts you're legally required to pay as damages for injury or damage covered by this agreement. Payments of such amounts are subject to the limits of coverage. Our duty to make such payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

We'll have the right to appeal a judgment awarded in a suit against an indemnitee if:

- the judgment includes damages for injury or damage for which you have assumed liability under a covered contract;
- such injury or damage is covered by this agreement;
- the indemnitee and its insurers don't appeal the judgment; and
- you agree we may seek the cooperation of that indemnitee for such an appeal.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All expenses we incur.
- All reasonable expenses that any protected person and the indemnitee incur at our request while helping us with the appeal, other than the cost of appeal bonds.

But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the indemnitee, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.

- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

Covered contract means:

- any easement or license agreement;
- any elevator maintenance agreement;
- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;
- any sidetrack agreement;
- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for injury or damage that results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the tort liability of another to pay damages for injury or damage.

But we won't consider the following parts of those other contracts or agreements under which you assume the tort liability of another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Tort liability means a liability that would be imposed by law without any contract or agreement.

means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, or any map, opinion, report, survey, change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, or any map, opinion, report, survey, change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

War indemnity means that part which indemnifies any person or organization for bodily injury or property damage that results from war.

Indemnatee means any person or organization that you have agreed under a covered contract to indemnify or hold harmless.

Indemnatee defense control and authority requirements means the following requirements that must be fulfilled for us to conduct and control the defense of an indemnatee against a claim or suit under this agreement:

- You and the indemnatee must ask us to conduct and control the defense of that indemnatee against the claim or suit under this agreement.
- We must determine that there's no conflict between your interests and those of the indemnatee, based on the allegations in the claim or suit and on what we know about the factual and legal basis for the damages being sought.

in writing that we can assign the same counsel to defend them.

- The indemnatee must give us authority in writing to conduct and control its defense against the claim or suit.
- The indemnatee must give us authority in writing to obtain records and other information related to the claim or suit.
- The indemnatee must agree in writing to comply with our indemnatee defense cooperation and notice requirements.

Indemnatee defense cooperation and notice requirements means the following requirements that must be fulfilled for us to continue defending an indemnatee against a claim or suit under this agreement:

- The indemnatee must cooperate with us in the investigation, settlement, or defense of the claim or suit.
- The indemnatee must provide us with a copy of any demand, notice, summons, or legal paper received in connection with the claim or suit as soon as possible after it is received.
- The indemnatee must give notice of the claim or suit to any other insurer that provides coverage which applies to the claim or suit and is available to that indemnatee.
- The indemnatee must help us coordinate the application of other insurance that's applicable to the claim or suit and available to that indemnatee.

Indemnatee defense expenses incurred by us means the:

- attorney fees and necessary litigation expenses incurred by us to defend an indemnatee against a claim or suit for damages covered by this agreement; and
- necessary litigation expenses incurred by that indemnatee at our request in connection with that claim or suit.

Indemnatee defense expenses assumed under contract means the reasonable attorney fees and necessary litigation expenses that:

- are incurred by or for an indemnatee to defend itself against a claim or suit for damages covered by this agreement; and
- are subject to a covered contract under which you have agreed to defend, or pay for the defense of, that indemnatee against the claim or suit.

- your work in the Products and completed work total limit section;
- war in the Medical expenses of certain persons exclusion; and
- other insurance in the Other Insurance section.

Control of property. We won't cover property damage to the following property:

- Property that you rent, lease, or borrow from others, own, or occupy. But we won't apply this exclusion part to premises damage.
- Premises that you sell, give away, or abandon if such property damage results from any part of those premises. But we won't apply this exclusion part to property damage to premises that are your completed work and were never occupied, rented, or held for rental by you.
- Personal property that's in the care, custody, or control of the protected person. But we won't apply this exclusion part to premises damage.
- That particular part of real property being worked on by or for you if such property damage results from your work.
- That particular part of any property that must be restored, repaired, or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to property damage that results from your completed work.

Furthermore, we won't apply this exclusion to the liability of another to pay damages for property damage, other than property damage to the property described below, if you have assumed such liability under a sidetrack agreement made before the property damage happens:

- Property that you rent or lease from others, own, or occupy.
- Premises that you sell, give away, or abandon.

We explain the terms:

- premises damage in the Each event limit section; and
- your work and your completed work in the Products and completed work total limit section.

Damage to your products or completed work.

We won't cover property damage to any of your products that's caused by your products themselves or by any of their parts. For example:

contain several moving parts that can break down for many reasons. Regardless of the cause, we won't protect you for any property damage to the part that fails or to the rest of the air conditioner.

Nor will we cover property damage to your completed work that's caused by your completed work itself or by any of its parts. But we won't apply this exclusion part to such property damage if:

- this agreement provides completed work liability coverage; and
- your completed work that's damaged, or your completed work that causes the property damage, was done for you by others.

For example:

You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The building is accepted by the owner. If it's damaged by a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion to property damage to your completed work done by you.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results from:

- the protected person knowingly breaking any criminal law; or
- any person or organization breaking any criminal law with the consent or knowledge of the protected person.

Employers liability. We won't cover bodily injury to an employee of the protected person arising out of and in the course of his or her:

- employment by the protected person; or
- performance of duties related to the conduct of the protected person's business.

Nor will we cover bodily injury to the spouse, or any child, parent, brother, or sister, of that employee if such bodily injury results from the bodily injury to such employee.

protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

You manufacture tires. Your employee is injured while driving a company truck equipped with your tires, when one of the tires blows out resulting in an accident. He receives workers compensation benefits. If he later sues you in your capacity as a manufacturer, alleging that his injury happened because your product was defective, we won't protect you.

We'll also apply this exclusion to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person. For example:

Your employee is injured in a printing press accident. She receives workers compensation benefits. Later, she sues the manufacturer of the printing press, alleging that her injury happened because the press didn't have enough guarding devices on it. If the manufacturer in turn sues you, alleging that your faulty maintenance of the press - not the lack of guarding devices - resulted in the employee's injury, we won't protect you.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury if you have assumed such liability under a covered contract made before the bodily injury happens.

We explain the terms:

- covered contract in the Contract liability exclusion; and
- employee in the Employees and volunteer workers section.

Expected or intended bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person.

Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of reasonable force to protect people or property.

injury or advertising injury that results from false material that:

- was made known by or for the protected person; and
- the protected person knew was false when it was made known.

Impaired property. We won't cover property damage to impaired property, or to property that isn't physically damaged, that results from:

- your products that are faulty or dangerous;
- your completed work that is faulty or dangerous; or
- a delay or failure in fulfilling the terms of a contract or agreement.

But we won't apply this exclusion to the loss of use of property, other than your products or your completed work, that results from sudden and accidental physical damage to:

- your products after they've been put to their intended use; or
- your completed work after it has been put to its intended use.

For example:

You supply an electric motor to a customer who uses it to power his conveyor. The motor's shaft breaks several days later while he's operating the conveyor. The conveyor isn't damaged, but your customer has extra costs because he's unable to use it until the motor is repaired. If he sues you to recover those costs, we won't apply the exclusion. However, if the customer discovers while hooking the motor up to the conveyor that the motor's shaft is broken, we won't protect you.

Impaired property means tangible property, other than your products or your completed work, that can be restored to use by nothing more than:

- an adjustment, repair, replacement, or removal of your products, or your completed work, that forms a part of such tangible property; or
- your fulfilling the terms of a contract or agreement.

We explain the terms your products and your completed work in the Products and completed work total limit section.

damage or medical expenses that result from any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

But we won't apply this exclusion to bodily injury or property damage that results from your products or your completed work.

Nor will we apply this exclusion to advertising injury that results from the unauthorized use of any:

- copyrighted advertising material;
 - trademarked slogan; or
 - trademarked title;
- of others in your advertising.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Liquor liability. We won't cover bodily injury, property damage, or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving, or furnishing alcoholic beverages to any person under the legal drinking age or under the influence of alcohol; or
- violating any law or regulation applying to the sale, gift, distribution, or use of alcoholic beverages.

However, we'll apply this exclusion only if you're in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For example:

You manufacture office equipment. Each year you host an awards banquet with an open bar for your sales representatives. After this year's banquet an intoxicated guest is involved in an auto accident. The guest and several others are injured. If someone sues you, alleging that your serving of liquor caused the guest's intoxication and involvement in the accident, we won't apply the Liquor liability

or serving liquor.

But we won't apply this exclusion to premises damage.

We explain the term premises damage in the Each event limit section.

Material previously made known or used. We won't cover personal injury or advertising injury that results from:

- any material that was first made known before this agreement begins; or
- any advertising idea or advertising material, or any slogan or title, of others, whose unauthorized use in your advertising was first committed before this agreement begins.

Medical expenses of certain persons. We won't cover medical expenses that are incurred by or for any person:

- injured while qualifying as a protected person, other than your volunteer workers;
- injured while performing work that he or she was hired to do for any protected person, or any tenant of a protected person;
- injured on that part of any premises that you rent or lease from others, or own, and that the injured person normally occupies;
- to whom such medical expenses are payable, or must be provided, as benefits under any workers compensation law, disability benefits law, or similar law;
- injured by your products or your completed work;
- injured due to war; or
- who refuses to be examined as often as we require, within reason, by doctors we choose.

War includes:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign, or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

We explain the terms:

- volunteer worker in the Employees and volunteer workers section; and

the Products and completed work total limit section.

Mobile equipment. We won't cover bodily injury, property damage, or medical expenses that result from the:

- transportation of mobile equipment by an auto owned, operated, rented, leased, or borrowed by any protected person;
- use of racing mobile equipment; or
- supervision of others in or for such transportation or use.

But we won't apply this exclusion to premises damage.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises that you rent or lease from others, or own;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle that:

- isn't described above; and
- is kept primarily for purposes other than carrying people or cargo.

But we won't consider such a vehicle to be mobile equipment if it travels under its own power, is operated like an auto during travel on a public street or road, and has permanently attached:

- specialized equipment; or
- equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any:

- grader, scraper, or roller; or
- power crane, digger, drill, loader, or shovel.

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment, that has a built-in pump, generator, or air compressor.

Racing mobile equipment means any mobile equipment while being prepared for or used in any:

- prearranged racing, speed, demolition, or stunting contest or activity; or
- practice for such contest or activity.

We explain the terms:

- auto, and supervision of others, in the Auto exclusion; and
- premises damage in the Each event limit section.

Nuclear energy liability. We won't cover bodily injury or property damage for which any protected person:

- is also protected under a nuclear energy liability insurance policy; or
- would have been protected under such policy if that policy's limits of coverage hadn't been used up.

Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material and for which:

- any person or organization is required by law to maintain financial protection in accordance with the federal Atomic Energy Act or any of its amendments; or
- any protected person is entitled, or would have been entitled had this agreement not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies, and any person or organization.

Also, we won't cover medical expenses that result from:

- the hazardous properties of nuclear material; or
- the operation of a nuclear facility by any person or organization.

In addition, we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- any time discharged or disperses from, a nuclear facility that is or was at any time owned by any protected person, or operated by or for any protected person;
- the nuclear material is contained in spent nuclear fuel, or nuclear waste, that is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any protected person; or
- the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of a nuclear facility. However, we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by any of the following organizations or their successors:

- Nuclear Energy Liability Insurance Association.
- Mutual Atomic Energy Liability Underwriters.
- Nuclear Insurance Association of Canada.

Hazardous properties includes radioactive, toxic, or explosive properties.

Nuclear material means any of the following materials defined in the federal Atomic Energy Act or any of its amendments:

- Source material.
- Special nuclear material.
- By-product material.

Nuclear facility means any:

- nuclear reactor;
- uranium isotopes separation device or equipment;
- special nuclear material device or equipment; or
- nuclear waste site.

Nuclear facility includes:

- the site on which it's located;
- all operations conducted on such site; and
- all premises used for such operations.

- sustain nuclear fission in a self-supporting chain reaction; or
- contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:

- separating the isotopes of uranium or plutonium;
- processing or utilizing spent nuclear fuel; or
- handling, processing, or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating, or alloying of special nuclear material if the total amount of such material is at any time in the custody of any protected person at the premises where the device or equipment is located and is more than:

- 25 grams of plutonium or uranium 233, or any combination of those two materials; or
- 250 grams of uranium 235.

Nuclear waste site means any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:

- contains by-product material; and
- results from the operation of any nuclear reactor, or uranium isotopes separation device or equipment, by any person or organization.

But we won't consider nuclear waste to include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Spent nuclear fuel means any solid or liquid fuel element or component that's been exposed to radiation or used in a nuclear reactor.

Pollution injury or damage. We won't cover injury or damage or medical expenses that result from pollution at, on, in, or from any:

- protected person's premises;

- protected person's work site.

Nor will we cover injury or damage or medical expenses that result from pollution involving any waste pollutant.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- building heating equipment fumes, smoke, soot, or vapors;
- contractor or service work materials fumes, gases, or vapors;
- hostile fire heat, fumes, or smoke; or
- mobile equipment operating fluids.

Nor will we apply this exclusion to:

- bodily injury or property damage that results from your products or your completed work, other than waste products or completed work; or
- premises damage that results from fire.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

Protected person's premises means any premises, site, or location that is or was at any time owned, rented, leased, borrowed, or occupied by any protected person. For example:

You sold an office building two years ago. It contains asbestos ceiling tile that released asbestos into the air while you owned it. A former tenant now sues you for bodily injury that allegedly resulted from the release of that asbestos. We won't cover such injury.

Another example:

You own an apartment building. Its woodwork is finished with paint that contains lead. Two of your renters sue you for bodily injury to their children allegedly

children supposedly consumed the lead by eating chips of the paint from the window sills in their apartments. We won't cover such injury.

But we won't consider a premises, site, or location that isn't owned, rented, leased, borrowed, or occupied by you to be a protected person's premises in connection with pollution that results from your work being performed there. For example:

You are hired by the owner of a premises to perform work there. The premises owner requires you to provide it with insurance protection for that work. We do so with an additional protected person endorsement under this agreement. Your work being performed on that premises causes pollution injury or damage to happen there. Even though that premises is owned by an additional protected person, we won't consider that premises to be a protected person's premises for purposes of determining your coverage, or the premises owner's coverage, for that injury or damage under this agreement.

Waste site means any premises, site, or location that is or was at any time used by or for any protected person or others for the handling, storage, disposal, processing, or treatment of waste. For example:

For several years waste generated by your manufacturing business was disposed of in a landfill owned by others. The landfill was closed two years ago. Nearby residents now allege that they're being injured by the waste from there. We won't cover such injury.

Protected person's work site means any premises, site, or location at, on, or in which work is being performed by or for any protected person when:

- the pollution involves a pollutant that is brought to, on, or in such premises, site, or location by or for the protected person in connection with such work; or
- the work being performed is pollution work.

For example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that

escaped fuel is found to have seeped into an underground conduit and damaged the insulation on the fiber optic cables in the conduit. We won't cover such property damage.

Waste pollutant means any pollutant that is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- any protected person; or
- any person or organization for whom you may be legally responsible.

For example:

Waste generated by your business is transported to a landfill by a trucker hired by you. There is an accident that causes the waste to be spilled onto the road. One of the firefighters who responds to the accident later alleges that fumes from the waste made her ill. We won't cover such injury.

Building heating equipment fumes, smoke, soot, or vapors means only the fumes, smoke, soot, or vapors that:

- result from equipment used to heat a building at or on a protected person's premises; and
- are within that building.

Contractor or service work materials fumes, gases, or vapors means only the fumes, gases, or vapors that:

- result from materials brought into a building at or on a protected person's work site in connection with work, other than pollution work, being performed there by or for you; and
- are within that building.

Hostile fire heat, fumes, or smoke means only the heat, fumes, or smoke that result from a hostile fire at, on, in, or from:

- the protected person's premises, other than a waste site; or
- the protected person's work site, other than a waste site, but only if the hostile fire doesn't result from pollution work being performed by or for the protected person.

Hostile fire means a fire that:

- becomes uncontrollable; or

be.

Mobile equipment operating fluids means only the fuels, lubricants, or other operating fluids that:

- are part of the mobile equipment being maintained, operated, or used in connection with work, other than pollution work, being performed by or for the protected person at, on, or in the protected person's work site;
- are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the work being performed by or for the protected person; and
- escape from a mobile equipment part designed to hold, store, or receive them.

Waste products or completed work means:

- your products, or your completed work, that is or was handled, stored, disposed of, processed, or treated as waste at, on, or in a waste site; or
- your products, or your completed work, that is or was a waste pollutant; or
- your completed work that is being used for cleaning up, containing, detoxifying, disposal of, handling, monitoring, neutralizing, processing, removing, storing, testing for, transporting, or treating any pollutant at, on, or in a waste site.

We explain the terms:

- mobile equipment in the Mobile equipment exclusion;
- pollution work in the Pollution work loss, cost, or expense exclusion;
- premises damage in the Each event limit section; and
- your products, your work, and your completed work in the Products and completed work total limit section.

Pollution work loss, cost, or expense. We won't cover any loss, cost, or expense that results from:

- any request, demand, order, or statutory or regulatory requirement that any protected

- or
- any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

But we won't apply this exclusion to any damages for property damage for which the protected person would have liability without such:

- request, demand, order, or statutory or regulatory requirement; or
- claim or suit.

For example:

One of your products is a container that may be used to store various types of liquids. Several of those containers are sold to a company that uses them for storage of a chemical in one of its warehouses. During such use one of them ruptures and the chemical spills onto a concrete floor. Some of the spilled chemical seeps into the ground through a gap between the floor and an adjoining wall.

The customer alleges that the corrosive effect of the spilled chemical caused parts of the concrete floor to disintegrate, making them unusable. As a result, he demands that you pay the cost to replace those parts of the floor and properly dispose of any contaminated concrete.

Also, the customer is concerned that the spilled chemical that seeped into the ground may be considered a source of pollution by adjacent property owners or by a state environmental protection law. As a result, he also demands that you pay the cost to replace and properly dispose of any contaminated soil.

Based on the facts available to us, we'll consider the cost to replace the disintegrated parts of the concrete floor to be damages for property damage that isn't subject to this exclusion. However, we won't cover:

- the additional cost to properly dispose of any contaminated concrete; or
- the cost to replace or properly dispose of any contaminated soil;

regardless of who demands or requires that such pollution work be done.

- the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- the responding to, or assessing, in any way the effects of any pollutant.

For example:

A chemical spill at your manufacturing facility releases a vapor cloud. Several hundred people are exposed to the vapor cloud before it disappears. None of them sustain any apparent bodily injury. However, several of them demand that you arrange and pay for medical checkups now, and yearly for the next ten years, to assess the effect of the vapor cloud on their health. We won't cover the cost of such pollution work, regardless of who orders or performs it.

We explain the terms:

- pollutant in the Pollution injury or damage exclusion; and
- your products in the Products and completed work total limit section.

Poor quality or performance. We won't cover advertising injury that results from the failure of your products, your work, or your completed work to conform with advertised quality or performance.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Product recall. We won't cover any loss, cost, or expense that is incurred by you or others and results from any recall, removal, or withdrawal of:

- impaired property;
 - your products; or
 - your completed work;
- from the market, or from use by any person or organization, for any reason.

Nor will we cover any loss, cost, or expense that is incurred by you or others and results from the:

- loss of use;
- adjustment, inspection, repair;
- replacement; or
- disposal;

work.

We explain the terms:

- impaired property in the Impaired property exclusion; and
- your products and your completed work in the Products and completed work total limit section.

Unnamed partnership, joint venture, or limited liability company. We won't cover injury or damage or medical expenses that result from the conduct of any current or past partnership, joint venture, or limited liability company that isn't shown in the Introduction as a named insured.

But we won't apply this exclusion to the extent such organization otherwise qualifies as a protected person under the Who Is Protected Under This Agreement section.

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of a watercraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- watercraft while ashore on premises that you rent or lease from others, or own;
- watercraft you don't own that is less than 75 feet long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

covered contract in the Contract liability exclusion;

- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Workers compensation and other benefits laws.

We won't cover any obligation that the protected person has under any:

- workers compensation law;
- disability benefits law;
- unemployment compensation law; or
- similar law.

Wrong price description. We won't cover advertising injury that results from the wrong description of the price of your products, your work, or your completed work.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Other Insurance

This agreement is primary insurance. If there is any valid and collectible other insurance for injury or damage covered by this agreement, the following applies in connection with that other insurance:

Other insurance means insurance, or the funding of losses, that's provided by or through:

- another insurance company;
- us, except under this agreement;
- any of our affiliated insurance companies;
- any risk retention group;
- any self-insurance method or program, other than any funded by you and over which this agreement applies; or
- any similar risk transfer or risk management method.

However, we won't consider umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the limits of coverage that apply under this agreement to be other insurance.

is primary other insurance, we'll share with that other insurance any damages for injury or damage covered by this agreement. We'll do so with one of the methods of sharing described in the Methods of sharing section.

However, we'll apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide:

- property or similar coverage for property damage to your work;
- property or similar coverage for property damage to premises that you rent, lease, or borrow from others, other than premises you rent for a period of seven or fewer consecutive days;
- aircraft, auto, or watercraft bodily injury or property damage coverage; or
- protection for you as an additional insured or additional protected person.

We explain how we'll apply this agreement as excess insurance in the When this agreement is excess insurance section.

Aircraft, auto, or watercraft bodily injury or property damage coverage means coverage for bodily injury or property damage that:

- results from the maintenance, use, operation, or loading or unloading of any aircraft, auto, or watercraft; and
- isn't specifically excluded by the Aircraft, Auto, or Watercraft exclusions in this agreement.

We explain the term your work in the Products and completed work total limit section.

When this agreement is excess insurance.

When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend that protected person.

However, we'll defend the protected person against a claim or suit for injury or damage covered by this agreement if no other insurer will do so. In return we'll require that we be given all of that protected person's rights against each such insurer.

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of \$1,000,000. Besides this agreement, two other policies apply to the judgment. The limit under this agreement is \$500,000. Policy B has a \$100,000 limit and Policy C's limit is \$300,000.

First, \$100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies. The result is Policy B's limit is used up, the balance due on the judgment is \$700,000, \$400,000 remains of this agreement's limit, and the unused portion of Policy C's limit equals \$200,000.

Next, \$200,000 is subtracted from the limit under this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial \$100,000 payment. The result is Policy C's limit is used up, the balance due on the judgment is now \$300,000, and this agreement has \$200,000 of its limit remaining.

Finally, the rest of the limit under this agreement is paid. The result is this agreement's limit is used up and the balance due on the judgment is now \$100,000, which you must pay. The total paid under each policy is \$500,000 this agreement, \$100,000 Policy B, and \$300,000 Policy C.

insurance doesn't permit contribution by equal shares, we'll pay the portion of the damages that is equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of \$600,000. Besides this

judgment. The limit under this agreement is \$300,000. Policy B has a \$100,000 limit. The total limit of all insurance is \$400,000.

Our limit is 75% (\$300,000/\$400,000) of the total limit. But we won't pay 75% of the judgment because that \$450,000 share is more than our limit. We'll pay only our limit, which is \$300,000.

How Coverage Is Changed

The following is added to the Who Is Protected Under This Agreement section. This change broadens coverage.

Persons or organizations required under contract or agreement. We'll protect any person or organization that you are required to add as an additional protected person under:

- a written contract or agreement; or
- an oral agreement or contract where a certificate of insurance showing that person or organization as an additional protected person has been issued.

The written or oral contract or agreement must be:

- currently in effect or becoming effective during the term of this policy; and
- executed prior to the injury or damage.

Coverage provided by this endorsement is limited as follows:

1. That person or organization is a protected person with respect to liability resulting from:
 - premises you own, rent, lease, or occupy; or
 - your work for that protected person by or for you.

2. The limits of coverage applicable to the protected person are those specified in the written contract or agreement or in the Coverage Summary, whichever are less. These limits of coverage are inclusive of and not in addition to the limits of insurance shown in the Coverage Summary.

The insurance provided to the protected person doesn't apply to injury or damage that results from an architect's, engineer's, or surveyor's performance or failure to perform architect, engineer, or surveyor professional services.

We explain what we mean by architect, engineer, or surveyor professional services in the Contract liability exclusion.

Other insurance. Coverage provided by this endorsement will be excess over any other valid and collectible insurance whether primary, excess, contingent, or any basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Who Is Protected Under This Agreement section. This change adds certain protected persons and limits their protection.

Government unit. Any state or other unit of government that has issued you a permit is a protected person. But only for covered injury or damage that results from your work for which it has issued a permit.

However, the government unit isn't a protected person for injury or damage that

results from your work for it. Nor is it a protected person for bodily injury or property damage that results from your completed work.

We explain what we mean by your work and your completed work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Asbestos. We won't cover injury or damage or medical expenses that result from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of asbestos in any form by any person; or
- existence of asbestos in any form.

Nor will we cover injury or damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
- existence of any such other irritant or contaminant in any form;

and is part of any claim or suit that also alleges any injury or damage described in the first paragraph of this exclusion.

We also won't cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos in any form; or
- respond to, or assess, in any way the effects of asbestos in any form.

Because asbestos, and any such other irritants or contaminants, are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- Pollution injury or damage exclusion.
- Pollution work loss, cost, or expense exclusion.
- Any other pollution-related exclusion made part of this agreement.

We explain the terms pollutant and waste in the Pollution injury or damage exclusion.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Unsolicited communication. We won't cover injury or damage or medical expenses that result from any actual or alleged violation of any law or regulation that restricts or prohibits the transmitting of unsolicited communication.

Nor will we cover any other injury or damage alleged in a claim or suit that also alleges any such violation.

Unsolicited communication means any communication, in any form, that:

- is received by any person or organization; and
- such person or organization didn't ask to receive.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change reduces coverage.

Described Operations. We won't cover injury or damage that results from your work, products, or completed work in the following types of operations.

Nor will we cover medical expenses or premises damage that result from such operations.

We explain what we mean by your work, your products, and your completed work in the Products and completed work total limit section.

Described Operations:

1. Circus and Carnivals
2. Mechanical Amusement Devices

3. Motorized Sporting Events
4. Tractor/Truck Pulls
5. Boxing, Wrestling, Hockey and Contact Karate Events
6. Rodeos and Roping Events (including practice)
7. Aircraft and Balloon Events
8. Professional Sporting Activities
9. Rap and/or Heavy Metal Concerts

However, we won't apply this exclusion to the operation described in the Coverage Summary.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change reduces coverage.

Field of Entertainment. We won't cover personal injury or advertising injury that results from the content of, or the advertising or publicizing for, any Properties or Programs which are within your Field of Entertainment Business.

We explain what we mean by personal injury and advertising injury in the What This Agreement Covers section.

Properties or Programs means any of your properties, products, programs, materials or other matter.

Field of Entertainment Business includes the following:

- The creation, production, publication, distribution, exploitation, exhibition, advertising and publicizing of product or material in any and all media such as motion pictures of any kind and character, television programs, commercials or

industrial or educational or training films, phonograph records, audio or video tapes, CDs or CD ROMs, computer on-line services or internet or Web site pages, cassettes or discs, electrical transcriptions, music in sheet or other form, live performance, books and other publications.

- The ownership, operation, maintenance or use of radio and television broadcasting stations. CATV systems, cinemas, stage productions with living actors, and any similar exhibition or broadcast media.
- The ownership, operation maintenance or use of merchandising programs, advertising or publicity material, characters or ideas; whether or not on your premises or in your possession at the time of the alleged offense.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change reduces coverage.

Informational content. We won't cover injury or damage that results from others taking advice, directions, suggestions or instructions contained in properties you produced, sold, distributed, or disseminated with the express intent to release the advice, directions, suggestions or instructions to others.

Properties means any live, filmed, or taped production or presentation whether released or presented theatrically, on television, on cassette or disc. It also includes any video tape, radio program, phonograph record, audio tape, electrical transcription, book or by any other device for dissemination.

However, we won't apply this exclusion to properties described in the Coverage Summary. When a property is described, a deductible amount will also be shown in the Coverage Summary. You'll be responsible for that amount of the damages for each covered claim that results from each event. We'll pay the damages over the deductible amount up to the limit of coverage that applies. We can pay the deductible to settle a claim or suit. If we do, you agree to repay us as soon as we notify you of the settlement.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

There are three changes that are explained below.

1. The following replaces the Aircraft exclusion. This change excludes coverage.

Aircraft. We won't cover injury or damage or medical expenses that result from the:

- ownership, maintenance, use, or operation;
 - loading or unloading;
 - entrustment to others; or
 - supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;
- of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

2. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Claims or suits by named insureds against other named insureds. We won't cover injury or damage for which any claim or suit is made or brought against you by any other protected person shown in the Introduction as a named insured.

3. The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Explosives, fireworks, or incendiary devices. We won't cover bodily injury, property

damage, or medical expenses that result from the use of any:

- explosive;
- fireworks or pyrotechnic device; or
- incendiary device.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of a flashbox.

Nor will we apply this exclusion to bodily injury, property damage, or medical expenses that result from any explosive, fireworks, pyrotechnic device, or incendiary device described in the Coverage Summary.

Pyrotechnic device means any device, equipment, or machine that is designed or used to ignite fireworks.

Incendiary device means any device, equipment, or machine that is designed or used to create and display fire.

Flashbox means a device that is:

- used to create a visual effect along with an explosive noise; and
- induced electrically in a cylinder with no projectile, wadding, or wrapping.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are four changes that are explained below. These changes exclude coverage.

1. The Operators of registered mobile equipment section of the Who Is Protected Under This Agreement section is deleted.
2. The following is added to the Auto exclusion.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the operation of supplementary equipment attached to, or part of, any land vehicle that would have been mobile equipment if that vehicle weren't:

- subject to any compulsory or financial responsibility law, or other motor vehicle insurance law, in the jurisdiction where it's registered or principally garaged; or
- scheduled as a covered auto under your automobile liability insurance.

Supplementary equipment means equipment or machinery designed for work, other than the transportation of any person or property on a public street or road.

But we won't consider supplementary equipment to include:

- any communication device, such as a radio or telephone; or
- any equipment or machinery that's designed to perform any function normal to the operation of the land vehicle during travel on public streets or roads, such as a steering mechanism.

3. The following replaces the definition of auto in the Auto exclusion.

Auto means:

- any land motor vehicle, trailer, or semitrailer that's designed for travel on public streets or roads and isn't mobile equipment;
- any land vehicle that's subject to any compulsory or financial responsibility law, or other motor vehicle insurance law, in the jurisdiction where it's registered or principally garaged; or
- any land vehicle that isn't described above and that's scheduled as a covered auto under your automobile liability insurance.

We'll consider any equipment or machinery that's permanently attached to an auto to be part of the auto.

4. The following replaces the definition of mobile equipment in the Mobile equipment exclusion.

Mobile equipment means any land vehicle that isn't subject to any compulsory or financial responsibility law, or other motor vehicle insurance law, in the jurisdiction where it's registered or principally garaged, that isn't scheduled as a covered auto under your automobile liability insurance, and that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to a premises that you rent or lease from others, or own;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment;
- doesn't travel under its own power and is kept primarily for the ready

- specialized equipment, or
- is designed or kept primarily for other purposes, but not for carrying persons or cargo, and doesn't travel on crawler treads.

But we won't consider any land vehicle that's designed or kept primarily for such other purposes to be mobile equipment if it:

- travels under its own power;
- is operated like an auto during travel on a public street or road; and
- has permanently attached specialized equipment, equipment designed for snow removal or street cleaning, or equipment designed for street or road maintenance, but not construction or resurfacing.

Instead, we'll consider it to be an auto.

- subject to any compulsory or financial responsibility law, or other motor vehicle insurance law, in the jurisdiction where it's registered or principally garaged; or
- scheduled as a covered auto under your automobile liability insurance; to be an auto instead of mobile equipment.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Mold, other fungi, or bacteria. We won't cover injury or damage or medical expenses that result from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of mold or other fungi, or bacteria, in any form by any person; or
- existence of mold or other fungi, or bacteria, in any form.

But we won't apply this exclusion part to:

- bodily injury, property damage, or medical expenses that result from mold or other fungi, or bacteria, which are, or are on, in, or part of, any good or product that's intended to be consumed as a food, beverage, or medicine;
- bodily injury or medical expenses that result from bacteria which are directly transmitted solely by or from another person to the person sustaining the bodily injury; or
- bodily injury or medical expenses that result from a bacterial infection which develops in connection with physical harm to the person sustaining the bodily injury, if such physical harm isn't excluded by this exclusion part, or any other part of this exclusion, and a claim or suit is made or brought against the protected person for such physical harm.

Nor will we cover injury or damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
- existence of any such irritant or contaminant in any form;

and is part of any claim or suit that also alleges any injury or damage described as

excluded in the first paragraph of this exclusion.

Also, we won't cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize mold or other fungi, or bacteria, in any form; or
- respond to, or assess, in any way the effects of mold or other fungi, or bacteria, in any form.

Because mold or other fungi, or bacteria, can be pollutants, and any such other irritants or contaminants are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- Pollution injury or damage exclusion.
- Pollution work loss, cost, or expense exclusion.
- Any other pollution-related exclusion made part of this agreement.

Mold or other fungi means:

- any type or form of mold or mildew;
- any other type or form of fungus; or
- any mycotoxin, spore, scent, or byproduct that's produced or released by such mold, mildew, or other fungus.

Bacteria means:

- any type or form of bacterium; or
- any mycotoxin, spore, scent, or byproduct that's produced or released by such bacterium.

We explain the terms pollutant and waste in the Pollution injury or damage exclusion.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

There are two changes which are explained below.

1. The following is added to the Bodily injury and property damage liability section of the What This Agreement Covers section. This change limits or excludes coverage anywhere our coverage intent would be interpreted more broadly than what's intended by the revised wording under the law that applies. Elsewhere, this change doesn't change coverage.

Tangible property doesn't include data.

2. The following is added to the Intellectual property exclusion as the second paragraph of that exclusion. This change excludes coverage.

Nor will we cover any other injury or damage that's alleged in any claim or suit which also alleges any such infringement or violation.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Employment-related practices. We won't cover personal injury to any protected person's employee, prospective or former employee, leased temporary worker, or independent contractor that results from any employment-related practices. For example:

You terminate an employee for falsifying business travel expenses. You explain the reason for the termination of that employee to one of your customers. If your former employee later sues you for slander, we won't protect you.

Nor will we cover personal injury to the spouse or any child, parent, brother, or sister of that employee, worker, or independent contractor that results from such personal injury to that employee, worker, or independent contractor.

We'll also apply this exclusion to any obligation of the protected person to share damages with or to repay someone else who must pay damages for:

- such personal injury to that employee, worker, or independent contractor; or
- personal injury to the spouse or any child, parent, brother, or sister of that employee, worker, or independent contractor that

results from such personal injury to that employee, worker, or independent contractor.

Independent contractor means any person who is not your employee, but who performs duties related to the conduct of your business in the course of that person's independent employment in accordance with a contract between you and that person for specified services.

Employment-related practices means:

- refusal to employ that person;
- termination of that person's employment; or
- other employment-related act, omission, policy, or practice, committed upon or applied to that person, such as coercion, libel or slander, demotion, discipline, discrimination, evaluation, harassment, humiliation, or reassignment of or against that person, or violation of that person's right of privacy.

We explain the terms employee and leased temporary worker in the Employees and volunteer workers section.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Injury to participants in athletic programs or activities. We won't cover bodily injury sustained by any person while practicing for or taking part in any athletic program or activity.

Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury or medical expenses sustained by any

person while practicing for or taking part in any athletic program or activity described in the Coverage Summary.

Athletic program or activity includes any athletic, sports, or dance:

- clinic, instruction, or lesson; or
- contest, competition, exhibition, game, performance, or league.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Sexual abuse. We won't cover bodily injury, personal injury, or medical expenses that result from any sexual abuse committed by any person who otherwise qualifies as a protected person.

For example:

You operate a children's day care center. The parents of a child who is being cared for at your center allege that their child was sexually abused by one of your employees. They also allege that you were negligent in the hiring and supervision of that employee. We won't protect you or your employee for any claim or suit made or brought because of such sexual abuse.

Sexual abuse means any illegal or offensive physical act or contact of a sexual nature.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following replaces the Liquor liability exclusion. This change excludes coverage.

Liquor liability. We won't cover bodily injury, property damage, or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving, or furnishing alcoholic beverages to any person under the legal drinking age or under the influence of alcohol; or
- violating any law or regulation applying to the sale, gift, distribution, or use of alcoholic beverages.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Animal at described special event. We won't cover bodily injury, property damage, or medical expenses that result from any animal at any described special event.

But we won't apply this exclusion to any animal at any described special event if such animal is shown in the Coverage Summary for such described special event.

Described special event means:

- the special event shown in the Coverage Summary; or
- the setup or take down for that special event.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following replaces the Medical expenses of certain persons exclusion. This change excludes coverage.

Medical expenses. We won't cover medical expenses.

But we won't apply this exclusion to medical expenses that are paid as damages for bodily injury covered by this agreement.

We explain what we mean by medical expenses in the What This Agreement Covers section.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the What This Agreement Covers section. This change limits coverage.

Described special event. We'll apply this agreement only to covered injury or damage or medical expenses that result from any described special event.

Described special event means:

- the special event shown in the Coverage Summary; or
- the setup or take down for that special event.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Hazardous activities. We won't cover bodily injury sustained by any person while practicing for or taking part in any hazardous activity.

Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury or medical expenses sustained by any person while practicing for or taking part in any hazardous activity described in the Coverage Summary.

Hazardous activity means:

- body piercing;
- bungee jumping;
- hang gliding;
- hot air ballooning;

- kayaking;
- motorcycle riding;
- mountain or rock climbing;
- parachuting;
- parasailing;
- playing in or on any bounce house or other inflatable play structure;
- racing using a land vehicle, aircraft, or watercraft;
- riding on amusement rides;
- scuba diving;
- skateboarding;
- skydiving;
- stage diving; or
- tattooing.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Injury to audience participants. We won't cover bodily injury sustained by any audience participant while taking part in a performance:

- performed by you;
- conducted, produced, promoted, or sponsored by you; or
- at, on, or in any premises that you rent or lease to others.

Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury or medical expenses sustained by any audience participant while taking part in a performance described in the Coverage Summary.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Throwing, kicking, or launching objects. We won't cover bodily injury, property damage, or medical expenses that result from the throwing, kicking, or launching of any object by or at the direction of any protected person during any performance or rehearsal.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from such throwing, kicking, or launching of any object described in the Coverage Summary.

Other Terms

All other terms of your policy remain the same.

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following replaces the definition of premises damage. This change limits coverage.

Premises damage means property damage caused by fire to:

- any premises that you rent, lease, or borrow from others; or
- the contents of any premises that you rent from others if you rent such premises for a period of seven or fewer consecutive days.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following replaces the definition of your products. This change limits coverage.

Your products means:

- any of your promotional products that are sold at or used to promote a described special event;
- all containers, equipment, materials, or parts provided with or for any of those products;
- any warranty provided with or for any of those products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of any of those products; or
- all warnings, instructions, or directions provided, or that should have been provided, with or for any of those products.

But we won't consider the following to be your products:

- Goods or products that are still in your physical possession or on a premises that you rent, lease, or borrow from others, or own.
- Real property.
- Containers that are vehicles provided with or for your products.

- Property that's rented or leased to others.
- Property that you haven't sold, but which you allow others to use. For example, a vending machine.

Your promotional products means any food, beverages, clothing, records, tapes, compact discs, posters, badges, photos, stickers, or described products that are or were manufactured, sold, handled, distributed, or disposed of by you, others using your name, or any person or organization whose business or assets you've acquired.

Described products means any of the goods or products shown in the Coverage Summary.

Described special event means:

- the special event shown in the Coverage Summary; or
- the setup or take down for that special event.

Other Terms

All other terms of your policy remain the same.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Collapse damage. We won't cover property damage that results from collapse.

But we won't apply this exclusion to property damage that results from:

- work done for you by others;
- your products or completed work; or
- certain work done by you only if such work is described in the Coverage Summary.

Collapse includes structural property damage and any resulting property damage to any other property at any time.

Structural property damage means the collapse of or structural damage to any building or structure that results from the following work:

- grading of land; excavating; pile driving; tunneling; filling; back-filling; caisson or coffer-dam work; or moving earth from one place to another.
- moving, shoring, underpinning, raising or demolishing any building or structure.
- removing or rebuilding structural supports of any building or structure.

We explain what we mean by your products and your completed work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.