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**This Insurance** is effected with certain Underwriters at Lloyd's, London

**This Certificate** is issued in accordance with the limited authorization granted to the Correspondent by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them can be ascertained from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein the Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

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The Assured is requested to read this Certificate, and if it is not correct to return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

must be paid for the time the insurance has been in force.

- 4. Service of Suit.** It is agreed that in the event of the failure of Underwriters to pay any amount claimed to be due hereunder, Underwriters, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon the firm or person named in item 6 of the attached Declaration Page, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or to request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the laws of such state, territory or district, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-mentioned as the person to whom the said officer is authorized to mail such process or a true copy thereof.

- 5. Assignment.** This Certificate shall not be assigned either in whole or in part without the written consent of the Corresponding Officer of the Assured, endorsed hereon.
- 6. Attached Conditions Incorporated.** This Certificate is made and accepted subject to all the provisions, conditions and warranties set forth herein, attached or endorsed, all of which are to be considered as incorporated herein.

- 7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when the policy is terminated prior to the term of the certificate.

### Short Rate Cancellation Table - Annual Premium Only

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1.....	5%	66 - 69.....	29%	154 - 156.....	53%	256 - 260.....	77%
2.....	6	70 - 73.....	30	157 - 160.....	54	261 - 264.....	78
3 - 4.....	7	74 - 76.....	31	161 - 164.....	55	265 - 269.....	79
5 - 6.....	8	77 - 80.....	32	165 - 167.....	56	270 - 273 ( 9 mos ).....	80
7 - 8.....	9	81 - 83.....	33	168 - 171.....	57	274 - 278.....	81
9 - 10.....	10	84 - 87.....	34	172 - 175.....	58	279 - 282.....	82
11 - 12.....	11	88 - 91 ( 3 mos ).....	35	176 - 178.....	59	283 - 287.....	83
13 - 14.....	12	92 - 94.....	36	179 - 182 ( 6 mos ).....	60	288 - 291.....	84
15 - 16.....	13	95 - 98.....	37	183 - 187.....	61	292 - 296.....	85
17 - 18.....	14	99 - 102.....	38	188 - 191.....	62	297 - 301.....	86
19 - 20.....	15	103 - 105.....	39	192 - 196.....	63	302 - 305 ( 10 mos ).....	87
21 - 22.....	16	106 - 109.....	40	197 - 200.....	64	306 - 310.....	88
23 - 25.....	17	110 - 113.....	41	201 - 205.....	65	311 - 314.....	89
26 - 29.....	18	114 - 116.....	42	206 - 209.....	66	315 - 319.....	90
30 - 32 ( 1 mos ).....	19	117 - 120.....	43	210 - 214 ( 7 mos ).....	67	320 - 323.....	91
33 - 36.....	20	121 - 124 ( 4 mos ).....	44	215 - 218.....	68	324 - 328.....	92
37 - 40.....	21	125 - 127.....	45	219 - 223.....	69	329 - 332.....	93
41 - 43.....	22	128 - 131.....	46	224 - 228.....	70	333 - 337 ( 11 mos ).....	94
44 - 47.....	23	132 - 135.....	47	229 - 232.....	71	338 - 342.....	95
48 - 51.....	24	136 - 138.....	48	233 - 237.....	72	343 - 346.....	96
52 - 54.....	25	139 - 142.....	49	238 - 241.....	73	347 - 351.....	97
55 - 58.....	26	143 - 146.....	50	242 - 246 ( 8 mos ).....	74	352 - 355.....	98
59 - 62 ( 2 mos ).....	27	147 - 149.....	51	247 - 250.....	75	356 - 360.....	99
63 - 65.....	28	150 - 153 ( 5 mos ).....	52	251 - 255.....	76	361 - 365 ( 12 mos ).....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:

manuscript certificate, meaning it is a negotiated agreement between the Assured and the Underwriters, and as such it may differ significantly from liability policies offered by other insurance companies. As a condition of this Certificate, this Certificate contains very strict claim reporting requirements which must be followed as conditions precedent to coverage. The terms of this Certificate are contractual and are not merely recitals and all application(s), discovery form(s), warranty form(s), and other forms completed by the Assured to obtain coverage form a part of this Certificate and constitute warranties of the Assured to the Underwriters.

Coverage is provided only for otherwise covered Claims which meet all of the following requirements:

- (1) Which are first made against an Assured during the Certificate Period, and
- (2) Which result from an Accident occurring during the Certificate Period, and
- (3) For which written notice is given to the Underwriters during the Certificate Period in accordance with the specific informational and timeliness requirements specified in the Certificate.

In addition, coverage is strictly limited to those activities and operations and at those locations listed, described, and defined herein. Various other provisions of this Certificate restrict and limit the coverage provided. Please read the entire Certificate and all Endorsements carefully to determine your rights and duties and what is and is not covered.

Claim Expenses reduce the available Limits of Liability stated on the Declarations. In the event of any claim, the total amount of any Certificate premium charged is 100% earned and not subject to short-rate or pro-rata adjustment.

Throughout the Certificate and any endorsement, the words "you," "your," "Assured" and "Named Assured" refer to the Assured. The words "we," "us," "our," and the "Company" refer to the Underwriters.

Capitalized terms have specific meaning throughout the Certificate as defined in the Definitions Section below.

## SECTION I — COVERAGE

### Insuring Agreement

1. Subject to all of the terms, limitations, conditions, definitions, exclusions, and other provisions of this Certificate, we will pay Damages in excess of any SIR that you are legally obligated to pay because of Bodily Injury or Property Damage to which this Certificate applies:
  - a. Should an Accident causing Bodily Injury or Property Damage result from those specified activities or operations to which this Certificate is limited; and
  - b. If such Accident occurs during the Certificate Period (including any Certificate Period extended by a specifically identified Retroactive Date) stated on the Declarations within the United States of America or its territories; and
  - c. A Claim arising out of the Accident is made against you and reported to us in writing during the Certificate Period and any applicable SIR has been timely paid.

otherwise control such defense. Notwithstanding anything to the contrary, our duty to provide for such defense will immediately terminate:

- a. When the applicable Limits of Liability of the Certificate are exhausted by payment of Damages and/or Claim Expenses;
  - b. If the Assured fails to fulfill any SIR obligation imposed by this Certificate in a timely manner;
  - c. If the Application attached hereto and forming a part hereof, including any supplemental information related thereto, is discovered by us to contain any material inaccuracies, omissions, mistakes, misrepresentation, false statements or errors of fact, regardless of whether the misrepresentation was a result of the Assured's insurance broker or agent's errors of omission, commission, mistake, negligence, fraud, or criminal conduct; or
  - d. If you violate any of the conditions set forth in this Certificate.
3. We have the sole right, but not the duty, under this Certificate to settle those otherwise covered Claims for which the proposed amount to be paid as Damages does not exceed the applicable Limits of Liability. Any such settlement will be binding upon the Assured and will not require the Assured's prior consent or ratification. Payment of settlement funds or expenses by us shall not relieve you of your duty to make timely payment of any applicable SIR.
4. Subject to the terms of this Certificate and the Limits of Liability, we will only pay with respect to any Claim we defend:
- a. Claim Expenses incurred in any
  - b. Costs of Suit incurred to defend or tender of cost after a verdict is entered against the Assured in the Suit; and
  - c. Any judgment or part of a judgment that does not exceed our Limit of Liability; and
  - d. All interest on any judgment that accrues after entry of the judgment and before we pay, tender, or deposit with the court that part of the judgment that does not exceed our Limits of Liability.
5. Any of the above payments are part of and will reduce the Limits of Liability provided by this Certificate. Notwithstanding the foregoing, we have no obligation to defend any criminal investigation or prosecution of or criminal proceeding against any Assured.

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## Exclusions

This Certificate does not cover, and we will not be obligated to defend you against or pay Damages on your behalf for, any of the following:

1. Any obligation of an Assured under workers compensation, disability benefits, unemployment compensation law, or any similar law, or any law relating to any employer/employee benefits.
2. Bodily Injury to:
  - a. An employee of an Assured arising out of and in the course of:



(1) Whether an Assured may be liable as an employer or in any other capacity; and

(2) To any obligation to share Damages with or repay someone else who must pay Damages because of the injury, including Damages awarded for contribution or indemnity suits.

3. Bodily Injury or Property Damage:

- a. Alleged by one Assured against any other Assured (if the Assured is an organization, this exclusion shall apply to any parent, subsidiary, or affiliated company of the Assured); or
- b. Arising out of acts of the Assured or third-party general contractors, subcontractors, independent contractors, or property owners or their employees involving Claims or Suits alleging negligent hiring of employees or subcontractors, failure to contract with subcontractors, negligent supervision, or any liability relating to any independent contractor's service or failure to provide service.

4. Claims or Suits brought by:

- a. One Assured or any of its successors, assigns, subsidiaries, parent entities, agents, or affiliates against another Assured or any of its successors, assigns, subsidiaries, parent entities, agents, or affiliates; or
- b. Any division or department of any of the entities described in subparagraph a of this section; or
- c. Any officer, director, or employee of any of the entities described in subparagraph a of this section.

5. Claims related to or arising out of:

- a. Employment policies or practices of an Assured including, but not limited to, refusal to employ, discrimination, termination, discharge, harassment, coercion, demotion, evaluation, reassignment, discipline, defamation, or humiliation; or
- b. Employment benefit laws affecting an Assured; or
- c. Employment of any person by the Assured in violation of the law as to age, or of any person under 18 years of age if there is no limiting legal age limit; or

6. Claims related to or arising out of the actual, alleged, or threatened commission of any act relating to sexual activity including, but not limited to, sexual abuse, molestation, or harassment. Claims arising out of or related to such sexual activity are excluded from coverage:

- a. Whether or not caused or committed by or at the direction of the Assured, its employees, patrons, patients, guests, or other persons lawfully or unlawfully on the Assured's premises or who lawfully or unlawfully come in contact with the Assured's patients, patrons, or employees, or guests;
- b. Notwithstanding that the Claim may allege negligent hiring or entrustment, placement, training, or supervision, failure to provide adequate security or any other allegation of intentional, negligent, or reckless conduct which facilitated or permitted the sexual activity to occur; and
- c. Whether or not any Bodily Injury or Property Damage sustained by any person as a result of such

other allegations of intentional, negligent, or reckless conduct related to actual or alleged assault and/or battery.

8. Personal Injury.
9. Advertising Injury.
10. Bodily Injury or Property Damage for which an Assured is obligated to pay Damages by reason of the assumption of liability under any contract or agreement. This exclusion does not apply to liability for Damages:
  - a. Assumed in a contract or agreement specifically approved by the Underwriters by endorsement to this Certificate, provided the Bodily Injury or Property Damage occurs subsequent to execution of the contract or agreement; or
  - b. That the Assured would have in the absence of any contract or agreement.
11. Bodily Injury or Property Damage for which any Assured may be held liable by reason of:
  - a. Causing or contributing to the intoxication of any person; or
  - b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - c. The violation of any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages or controlled substances; or
  - d. The use of alcohol in violation of any law or regulation.
12. Bodily Injury or Property Damage based upon or arising out of an Assured's ownership, selection, chartering, use, operation, rental, service, maintenance, entrustment to others, or Loading or Unloading any Auto, land motor vehicle, utility vehicle, service vehicle, Mobile Equipment, aircraft, or watercraft, including any apparatus attached thereto.
13. Bodily Injury or Property Damage arising out of the use of firearms by, on behalf of, or at the direction of any Assured, or out of the existence, use, storage, or handling of any material constituting, or intended for use as, an explosive or which have known explosive properties.
14. Bodily Injury or Property Damage arising out of the ownership, boarding, or use of any kind of animal, whether or not domesticated.
15. Bodily Injury or Property Damage arising out of the ownership, use, operation, maintenance, or supervision of any type of mechanical device or equipment, whether or not such device or equipment is ridden by any person or persons.
16. Coverage or indemnity for any Claim or Suit arising prior to, during and/or subsequent to the Certificate Period, based directly or indirectly upon, and arising out of, or related to:
  - a. Asbestos, asbestos fibers, asbestiform talc, or any material and/or substance containing asbestos, asbestos fibers, or asbestiform talc or any asbestos related to Bodily Injury or Property Damage, or exposure to asbestos, asbestos fibers, asbestiform talc fibers, asbestiform talc in any form, and/or manifestation of any asbestos related to Bodily Injury, including but not limited to, asbestos.

asbestos fibers, asbestiform talc or any material and/or substances containing asbestos, asbestos fibers, or asbestiform talc in any environment, building, or structure.

17. Any Claim related to, caused by, or arising from Pollution including, but not limited to:

- a. Bodily Injury or Property Damage arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of Pollutants at anytime:
  - (1) At or from any premises, site, or location that is or was at anytime owned or occupied by, or rented, or loaned to any Assured; or
  - (2) At or from any premises, site, or location which is or was at anytime used by or for any Assured or others for the handling, storage, disposal, processing, or treatment of waste or Pollutants; or
  - (3) Which are or were at anytime transported, handled, stored, treated, disposed of, or processed a waste by or for any Assured or any person or organization for whom any Assured may be legally responsible; or
  - (4) At or from any premises, site, or location on which any Assured or any contractors or subcontractors working directly or indirectly on any Assured's behalf are performing operations:
    - (a) If the Pollutants are brought on or to the premises, site, or location in connection with such operations or work by such Assured, contractor, or subcontractor; or
    - (b) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of Pollutants.
- b. Any loss, cost, or expense arising out of any:
  - (1) Request, demand, or order (including consent decrees, consent orders, or administrative procedures) that any Assured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or
  - (2) Claim or Suit by or on behalf of a governmental authority seeking recovery for testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of Pollutants.

This Pollution Exclusion applies to discharge, dispersal, seepage, migration, release, or escape, within a building or in the atmosphere, of Pollutants at or from any premises regardless of whether or not owned, rented, occupied, or controlled by an Assured.

18. Any Claim related to, caused by, or arising from Hazardous Materials including, but not limited to:

- a. The handling, storage, disposal, processing, treatment, or releasing or exposure to Hazardous Materials.

- (2) Claim or Suit by or on behalf of a governmental authority seeking recovery for testing for, monitoring, cleaning up, removing, containing, treating, or neutralizing, or in any way responding to, or assessing the effects of Hazardous Materials.

This Hazardous Materials Exclusion applies to discharge, dispersal, seepage, migration, release, or escape, within a building or in the atmosphere, of Hazardous Materials at or from any premises regardless of whether or not owned, rented, occupied, or controlled by an Assured.

Clean up costs incurred by any Assured of any Hazardous Materials are not Property Damage under this Certificate.

19. Bodily Injury or Property Damage arising out of the willful violation of a penal statute or ordinance.
20. Bodily Injury or Property Damage arising out of the acts of an Assured's employee or agent outside the scope of his or her employment or duties.
21. Bodily Injury or Property Damage resulting from the management of property.
22. Bodily Injury or Property Damage expected or intended from the standpoint of any Assured.
23. Property Damage to:
  - a. Property you own, use, rent, or occupy regardless of when the Property Damage occurs or was discovered;
  - b. Personal property in your care, custody, or control;
  - c. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the Property Damage arises out of those operations;
  - d. Premises you sell, give away, or abandon if the Property Damage arises out of any part of those premises regardless of when the Property Damage occurs or was discovered;
  - e. Property loaned to you; or
  - f. That particular part of any property that must be restored, repaired, or replaced because Your Work was improperly performed on it.
24. Property Damage to any goods or products manufactured, sold, handled, distributed, or disposed of by you, by others trading under your name, or by a person or organization whose business or assets you have acquired.
25. Property Damage to Your Work.
26. Bodily Injury and Property Damage occurring away from premises you own or rent and arising out of Your Product or Your Work or as a result of any reliance upon any warranty or representation, except as caused by:
  - a. Your Product that is still in your physical possession; or

This Property Damage Exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical damage to Your Product or Your Work after it has been put to its intended use.

28. Any Claim for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of Your Product, Your Work, or Impaired Property if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.
29. Bodily Injury or Property Damage which directly or indirectly is the result of an act, error, or omission which was performed by the Assured prior to the Certificate Period stated on the Declarations, regardless of the date the Bodily Injury or Property Damage was first discovered, first manifest, or reported.
30. Bodily Injury or Property Damage arising out of the rendering or failure to render professional services by any Assured or any person or organization for whose acts, errors, or omissions an Assured is legally responsible by reason of contract, agreement, or otherwise.
31. Any Claim for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award, or the return or restitution of legal fees, costs, and expenses. Claims for or awards against any Assured for punitive or exemplary damages, fines, statutory penalties, or sanctions, whether imposed by law or otherwise, trebled or otherwise multiplied damages or any multiplied portion of a compensatory award are not covered by the Certificate regardless of whether the award demanded or awarded based upon the conduct of an Assured or upon the conduct of others for whose conduct the Assured may be deemed to be vicariously liable.
32. Any Claim seeking relief other than for monetary damages including, but not limited to, claims for injunctions, temporary restraining orders, or other equitable relief or requiring any Assured to take any action other than the payment of compensatory monetary damages for Bodily Injury or Property Damage as defined herein.
33. Any Claim filed under:
  - a. The Racketeer Influenced and Corrupt Organization Act; or
  - b. The Employee Retirement Income Security Act.
34. Any Claim related to, caused by, or arising from mold and fungi including, but not limited to:
  - a. Any sums that any Assured becomes legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury, Advertising Injury, or Medical Payments directly or indirectly relating to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them at anytime; or
  - b. Any loss, cost, or expense to:
    - (1) Any Assured or any other person or organization, that they may incur in testing for, monitoring, removing, treating, or in any way responding to the actual, potential, alleged, or threatened presence of mold, mildew, or fungi of any kind whatsoever, or any materials containing them, whether as a result of a request, demand, statutory or regulatory requirement, or otherwise; or

The Company neither assumes nor has any duty or obligation to defend with respect to any Claim or Suit seeking any damages related to or resulting from mold, mildew, or fungi.

35. Any Claim related to, caused by, or arising from war and terrorism including, but not limited to:

Any loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss, including:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. Any "act of terrorism."

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

This War and Terrorism Exclusion also excludes loss, damage, cost, or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way related to acts anywhere in this war and terrorism section.

If the Company alleges that by reason of this War and Terrorism Exclusion any loss, damage, cost, or expense is not covered by this Certificate, the burden of proving the contrary shall be upon the Assured.

In the event any portion of this War and Terrorism Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect. War and terrorism coverage through an Endorsement in compliance with the U.S. Terrorism Risk Insurance Act of 2002 may be purchased for an additional premium.

36. Any Claim related to, caused by, or arising from Property Damage caused directly or indirectly by fire.

37. Any Claim for Property Damage:

- a. Arising out of blasting or explosion regardless of whether such explosion or damage caused thereby was intentional or unintentional, excluding Property Damage arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or
- b. Caused by the collapse of or structural injury to any building or structure due to:
  - (1) Grading, excavating, burrowing, filling, back filling, tunneling, pile driving, and cofferdam or caisson work; or
  - (2) Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support of that building or structure;

- c. Any Property Damage underground to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water caused by an occurring during the use of mechanical equipment for the purpose of grading land

39. Bodily Injury or Property Damage:

- a. Arising out of, resulting from, caused by, or contributed to by exposure to silica products of any kind, including silica dust or silica in any form or silica in combination with other particulate suspension(s) or dust(s) other than silica;
- b. Any damages or any loss, cost, or suit by or on behalf of any governmental authority or any other alleged responsible party because of any request, demand, order, or statutory or regulatory requirement that any Assured or any other person or entity should be, or should be responsible for:
  - (1) Assessing the presence, absence, or amount or effects of silica, particulate suspension(s), or dust(s);
  - (2) Identifying, sampling, or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of, or mitigating silica, particulate suspension(s), or dust(s); or
  - (3) Responding to silica, particulate suspension(s), or dust(s) in any way other than as described above.
- c. Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with any of the subsections above; or
- d. Any obligation to pay damages with or without fault on behalf of any of the subsections above.

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**SECTION II — WHO IS AN ASSURED?**

An Assured is any person and/or entity expressly designated on the Declarations as an Assured. If the person or entity designated as an Assured is:

1. An individual, the individual and the individual's spouse are Assureds, but only with respect to the conduct of a business of which the individual or the individual and/or the spouse are the sole owners.
2. A partnership or joint venture, the partnership or joint venture is the Assured; however, the partnership or joint venture's partners or members are also Assureds, but only with respect to their involvement in conducting the business of the partnership or joint venture.
3. A limited liability company, the limited liability company is the Assured; however, the limited liability company's members are also Assureds, but only with respect to their involvement with the limited liability company's business, and the limited liability company's managers are Assureds, but only with respect to their duties as the limited liability company's managers.
4. An organization other than a partnership, joint venture, or limited liability company, such organization is the Assured; however, the organization's executive officers and directors are Assureds, but only with respect to their duties as the organization's officers or directors. Such organization's stockholders are also Assureds, but only with respect to their liability as stockholders.

Each of the following is also an Assured:



a. Bodily Injury.

- (1) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-employee while that co-employee is either in the course of his or her employment or performing some duties related to the conduct of your business;
- (2) To the spouse, child, parent, brother, or sister of that co-employee as a consequence of any injury to persons identified in subparagraph a (1) above;
- (3) For which there is any obligation to share Damages with or repay someone else who must pay Damages because of the injury described in subparagraphs a (1) or (2) above; or
- (4) Arising out of his or her providing or failing to provide professional health care services.

b. Property Damage to property owned, occupied, or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your employees, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

2. Any person (other than your employee) or any organization while acting as your real estate manager.
3. Any person or organization having property for or in custody of your property if you die, but only:
  - a. With respect to liability arising out of the maintenance or use of that property; and
  - b. Until your legal representative has been appointed.
4. Your legal representative if you die, but only with respect to their liability for activities authorized and sponsored by and performed on your behalf.

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

1. Coverage under this provision is afforded only until the 60th day after you acquire or form the organization or the end of the Certificate Period, whichever is earlier; and
2. Coverage does not apply to Bodily Injury or Property Damage that occurred before you acquired or legal formed the organization.

### **SECTION III — LIMITS OF LIABILITY**

The Limits of Liability shown on the Declarations and the conditions set forth below fix the most we will pay regardless of the number of:

1. Assureds; or
2. Claims made or Suits brought; or
3. Persons or organizations making Claims or bringing Suits.



Declarations or on any inclusion or endorsement.

All Claim settlement costs and Claim Expenses are included within the Limits of Liability shown on the Declarations and are not in addition to such Limits of Liability. The Limits of Liability apply to the total sum which the Assured, or the Underwriters, become legally obligated to pay by reason of any Bodily Injury or Property Damage for which coverage is provided by the Certificate, including any supplementary payment either through adjudication or compromise, any hospital, medical, or funeral charges, and any sums paid or payable as salaries, wages, compensation, fee charges, interest, or expenses of doctors, nurses, investigators, attorneys, and other persons relating to any settlement, adjustment, investigation, or defense of any Claim.

The following items affect the Limits of Liability as outlined:

1. A single Accident, or the accumulation of more than one Accident during the Certificate Period, may cause the per Accident limit and/or the annual aggregate maximum Limit of Liability to be exhausted at which time the Assured will have no further benefits under the Certificate;
2. Upon the exhaustion of the Limit of Liability, the Assured may request the Underwriters to reinstate the original Limits of Liability for the remainder of the Certificate Period for an additional coverage charge as may be calculated and offered by the Underwriters on the Certificate issued; although, the Underwriters has no obligation to accept the Assured's request; and
3. The Assured understands and agrees that the Underwriters has no obligation under the coverage provided by the Certificate to notify the Assured of the possibility that the maximum coverage payable is or may be exhausted by any Accident or combination of Accidents that occur or may occur during the Certificate Period. The Assured in making its selection, will determine if additional coverage should be purchased and the Underwriters has no duty to make determination or advise the Assured concerning additional coverage.

Notwithstanding anything contained in this Certificate to the contrary, the Underwriters' financial obligation imposed by the coverage with respect to all Claims, including any Claim Expenses and other related costs, incurred hereunder shall not exceed the amount specified on the Declarations as the aggregate Limit of Liability.

Amounts payable under paragraphs B, C, and D of this section above shall directly diminish the respective Limits of Liability as stated on the Declarations.

#### SECTION IV — SELF-INSURED RETENTION (SIR) OBLIGATION

The Underwriters' obligation to make any payments under this Certificate shall only arise after the payment by the Assured of any SIR amount, as specified on the Declarations, has been timely tendered. The SIR amount shall apply separately to each and every Claim and to each and every Assured. The Underwriters shall have no duty to make any payment for the defense or settlement of any Claim, or for the satisfaction of any judgment, until the Assured has paid the SIR. The Limits of Liability of this Certificate include the amount of the SIR and are not in excess thereof.

The Assured will pay 100% of the SIR on each and every Claim for Damages and/or Claim Expenses before any payment is due pursuant to the terms of this Certificate. The SIR applies to each and every Claim regardless of whether a claimant presents multiple Claims. The following obligations and restrictions apply to the SIR:

1. The Underwriters may assume control and defense of all Claims, Suits, and proceedings, which at its sole

3. The Underwriters, at its sole discretion and without the consent of the Assured, may agree to the payment of all or any part of the SIR in satisfaction of Claim Expenses, settlements, Damages, or judgments.
4. The Underwriters, at its sole discretion, may pay the amount of the SIR from its own funds in satisfaction of Claim Expenses, Damages, settlements or judgments. In the event the Underwriters choose to make such payment, the Assured shall reimburse the Underwriters within 15 days of the mailing of a demand by the Underwriters.
5. The Underwriters, at their sole discretion, may direct the Assured to pay all or any part of the SIR to a third party in satisfaction of Claim Expenses incurred or Damages paid or of settlement or judgment amounts. The Assured shall make any required SIR payment within 15 days of the Underwriters' direction to make such payment.
6. In the event the Assured fails to reimburse the Underwriters for any SIR amount advanced by the Underwriters and the Underwriters incur collection expenses, the Underwriters shall be entitled to recover such collection expenses, including reasonable attorneys' fees, costs and expenses, from the Assured to the fullest extent permitted by law.
7. The Underwriters have the right, but not the duty, to settle any covered Claim for which the proposed amount to be paid in Damages and Claim Expenses does not exceed the applicable Limits of Liability. Such settlements are binding on the Assured and require the Assured's prior consent or ratification.
  - a. Any settlement agreed to by the Underwriters pursuant to its settlement right shall be subject to cancellation by the Underwriters if the Assured fails to pay the SIR timely.
  - b. If any settlement agreed to by the Underwriters is not concluded due to the failure of the Assured to pay the SIR for any reason, the liability of the Underwriters for all Claims Expenses, Damages, and/or settlement and judgment amounts shall be limited to the amount for which the Claim could have been settled but for the Assured's failure to tender the SIR.
8. The Certificate shall have available at the option of the Underwriters, medical benefits payable as expenses in excess of any other collectible insurance or benefit available to any injured third party. The maximum benefit is \$1,000.00 per person, with an aggregate limit of \$5,000.00 per Certificate Period.
9. This Certificate shall not apply to any Claim first reported to the Underwriters while the Assured is in default in the payment of any SIR due from the Assured.
10. Failure to timely pay the SIR as required shall be considered to be the same as failure to pay premium when due, and the Underwriters may, at their sole discretion, cancel the Certificate for such non payment subject to the same notice requirements as set forth in the Certificate for cancellation for non-payment of premium. Such cancellation shall not relieve the Assured of its duty to pay any SIR, and the Underwriters may offset any return premium due the Assured against any unpaid SIR and take any other necessary steps to collect any unpaid SIR.

notice, as soon as possible and in no event later than 72 hours, of any incident, event, occurrence, loss, or Accident which might give rise to a Claim covered by this Certificate. Written notice must be given to: Claims Direct Access, P.O. Box 4439, Sandy, Utah 84091-4439, U.S.A. Phone: (877) 585-2849 or (801) 304-5530; Fax: (877) 452-6909 or (801) 304-5536, and include:

- a. How, when, and where the incident, event, occurrence, loss, or Accident took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the Accident.

2. You and any other involved Assured must:

- a. Immediately or at the earliest practicable moment, and in no event later than 10 days after receipt by you, send us copies of any demands, notices, summonses, or legal papers received in connection with any Claim or Suit and act in all diligence and prudence to resolve the Claim or Suit; provided, however, that no settlement in excess of any applicable SIR will be agreed to by the Assured without the Underwriters' express written consent;
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation, settlement, or defense of the Claim or Suit—the Underwriters may require that the Assured submit to examination or questioning at and hearings, depositions, and trials—additionally, in the course of investigation or defense, the Underwriters may require written and/or sworn statements concerning the Claim, and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Assured, or which provides similar benefits to the Assured, because of injury or damage to which this Certificate may also apply.

3. No Assured will, except at his own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior consent in excess of any applicable SIR without prior written consent of the Underwriters.

### Legal Action Against Us

No person or organization has a right under this Certificate to:

1. Join the Underwriters as a party or otherwise bring them into a Suit asking for Damages from an Assured or
2. Sue the Underwriters under this Certificate unless all of the terms of the Certificate have been fully complied with by the Assured.

A person or organization may sue the Underwriters to recover on an Agreed Settlement or a final judgment obtained after an actual trial against an Assured, but the Underwriters will not be liable for Damages that are not payable under the terms of this Certificate or that are in excess of the applicable Limits of Liability available to an Assured.

- a. This Coverage is excess over the other insurance, including any form of self-insurance or SIR; and
  - b. We will have no duty to defend any Claim or Suit that any other underwriters have a duty to defend. If no other underwriter or issuer of a form of self-insurance or SIR defends, we may undertake to do so, but we will then be entitled to enforce the Assured's rights against those other underwriters, self-insurers, or self-insured entity for defense costs, contribution, or indemnity.
2. If this Certificate and any other certificate or coverage contract issued to you by us or any company affiliated with us apply to the same Incident, the aggregate maximum Limit of Liability or any applicable Sub-limits under all of the policies and coverage contracts shall not exceed the highest applicable Limit of Liability or Sub-limit under any one certificate or coverage contract. This condition does not apply to any certificate or coverage contract issued by us, or an affiliated company, specifically to apply as excess insurance over this Certificate.

## Premium

1. We will compute the premium for this Certificate in accordance with our rules and rates at the time coverage is issued or renewed on behalf of the Assured.
2. The premiums shown on this Certificate as the advance premiums are minimum-earned and deposit premiums only. At the close of each audit period, we will compute the earned premium for the Certificate Period shown on the Declarations. Audit premiums are due and payable on notice to the Assured. If the sum of the advance and audit premiums paid for the Certificate Period is greater than the earned premium charge, any prepaid premium charges become the fully earned premiums for the Certificate Period.
3. The Assured must keep records of the information we need for coverage charge computation and send us copies at such times as we may request them.
4. In the event of any Claim, the minimum, fully-earned premium for the Certificate will be 100% of the total premium stated on the Declarations, and such minimum, fully-earned premium will replace any other minimum-earned premiums charged and will not be subject to short-rate or pro-rata adjustment.
5. In the event the Assured fails to tender the required premium amount and the Underwriters incur collection expenses, the Underwriters shall be entitled to recover all costs of collection including, but not limited to reasonable attorneys' fees, costs, and expenses from the Assured.

## Assured's Representations and Warranties

By accepting this Certificate, you represent, warrant, and agree that:

1. The completed Application and any supplemental applications or other documentation provided to obtain this Certificate do not contain any material inaccuracies, omissions, mistakes, misrepresentation, false statements or errors of fact, regardless of whether the information was provided by you or your broker or agent;
2. You understand the information provided in and with your Application for insurance has been relied upon by the Underwriters in pricing coverage and issuing the Certificate and the Application, along with any other information provided by you, forms a part of the Certificate; and
3. The Certificate is a "manuscript certificate," which means it does not follow any "standard" insurance

and you do not assume the broker or agent has any implied or apparent authority to bind the Underwriters; and

5. You are subject to all the Certificate provisions, terms, and conditions.

#### Transfer of Rights of Recovery Against Others To Us

If an Assured has rights to recover all or a part of any payment for Damages or Claim Expenses we have made under this Certificate from any person or organization, those rights are hereby transferred to the Underwriters. The Assured must do nothing after the loss to impair these rights. At our request, the Assured will bring Suit or transfer those rights to us and will do all things we request to assist us to enforce those rights and collect payments made under the Certificate.

#### Non-Assignable

The interest of the Assured under this Certificate cannot be assigned without the prior written consent of the Underwriters.

#### Cancellation and Non-Renewal

1. The Assured shown on the Declarations may cancel this Certificate by mailing a request to cancel to the Underwriters. No prior notice to the Certificate's regular coverage ending date is required.
2. The Underwriters may cancel this Certificate by mailing first class or by hand delivery to the Assured written notice of cancellation at least
  - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium or upon your failure to pay any SIR premium or any other cost or fee required to be paid under the terms of this Certificate; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. The Underwriters will mail or deliver any notice of cancellation or any other notice to be delivered under the Certificate to the Assured's mailing address shown on the Declarations or on any written Endorsement changing such address.
4. Notice of cancellation will state the effective date of cancellation and the Certificate Period will end on that date.
5. If this Certificate is cancelled by the Assured or Underwriters, the premium for the period from the date of cancellation to the expiration date will be refunded at the greater of 40% of the total Certificate premium and the short-rate, all of which will be deemed the minimum, fully-earned premium for the cancelled Certificate. The total premium will be deemed the minimum, fully-earned premium in the event a Claim is made at anytime on the Certificate prior to cancellation. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, a prepaid proof of mailing is sufficient proof of notice to the Assured. Notice deposited in the mail in the manner described above shall be effective when so deposited.
7. If the Underwriters decide not to renew this Certificate, the Underwriters are not required to send any notice of such non-renewal.

This Certificate, including any Endorsements, contains all of the agreements between the Assured and the Underwriters concerning the insurance provided by the Certificate. The coverage terms can be amended or waived only by Endorsement issued by the Underwriters, and not by any broker or agent, and made a part of the Certificate.

Endorsements adding additional Assureds, coverage, or otherwise materially changing the Certificate will require additional premium to be collected from the Assured before the Endorsement will become effective. Any additional premium associated with any Endorsement will be calculated by the Underwriters based upon its then current rates; although, no specific rate is guaranteed to the Assured.

### Examinations, Inspections, and Surveys

The Underwriters have the right, but is not obligated to:

1. Examine and audit your books and records as they relate to this Certificate at anytime during the Certificate period and up to three years thereafter;
2. Make inspections and surveys of the Assured and its operations, premises, equipment, property, and books at anytime;
3. Prepare reports on the results of the inspections and surveys, and provide copies of said reports to the Assured; and
4. Recommend and/or require changes, repairs, or other acts to be completed as a condition precedent to continued coverage under the Certificate.

The inspections, surveys, reports, or recommendations relate to the insurability of an Assured and the coverage charge to be made. We do not make safety inspections, undertake to provide legal advice or opinions, or perform the duty of any person or organization to provide for the health or safety of workers or the public, and we do not warrant that any portion of the Assured's premises or working environment under the Assured's control are safe or healthy, or comply with all applicable state, county, or local laws, regulations, codes, or standards. This limitation of our service applies not only to us, but also to any rating, advisory rating service, or similar organization or individuals that may provide insurance inspections, surveys, reports, or recommendations at the request of the Underwriters.

### Premium Audit

The initial premium for this Certificate represents a minimum estimated premium based upon the exposures you told us you would have when you requested coverage. We expressly retain the right to conduct a premium audit of your records at anytime to determine if the exposures are ultimately greater than you told us. This premium audit may take the form of a request of you to provide proof of exposures by completing a self-audit form and supplying any type of supporting business records (such as proving gross receipts) or an audit conducted by our agent by physically inspecting your books and records. In the event you fail to comply with any premium audit request, including failing to provide any requested information, you authorize us to assume additional exposures and charge and collect from you the greater of an additional premium equal to 25% of the original premium and the actual amount due based upon any premium audit findings. You also expressly agree to pay any costs associated with our efforts to collect any additional premium due from you. Under no circumstance will the minimum estimated premium be reduced as the result of any premium audit. The original premium represents a minimum premium for the Certificate.

## SECTION VI — DEFINITIONS

"Accident" means an incident, event, or circumstance which is unexpected and unintended from the standpoint of any Assured.

"Advertising Injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
2. Oral or written publication of material that violates a persons right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of copyright, trademark, patent, title, or slogan.

"Agreed Settlement" means a settlement and/or release of liability signed and/or authorized in writing by the Underwriters.

"Application" means the application for insurance coverage form, and any information provided therewith, completed by or for or on behalf of the Assured requesting insurance coverage from the Underwriters.

"Auto" means a land motorized vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment. Auto does not include Mobile Equipment.

"Bodily Injury" means physical injury to person's body, including death, but shall exclude:

1. Sickness or disease sustained by any person or death resulting there from; and
2. Mental or emotional distress, mental anguish, humiliation, embarrassment, mental anxiety, or other emotional, psychological or mental injury, or any physical manifestation thereof.

"Certificate" means the Certificate issued by the Underwriters to the Assured, including all Endorsements thereto.

"Certificate Period" means the period of time beginning on the "Effective Date," as stated on the Declarations and ending on the earlier of the initial "Expiration Date," as stated on the Declarations, and any effective cancellation date pursuant to the terms of the Certificate regardless of any renewal. Any renewal starts a new Certificate Period for the renewal term from the "Effective Date" of such renewal and ending on the earlier of any effective cancellation date of the renewal pursuant to the terms of the renewed Certificate and the "Expiration Date" set forth on the renewal documents.

"Claim(s)" means any demand for Damages, including a written demand, a civil action, Suit, or institution of arbitration proceeding.



2. All other fees, costs, and expenses, including the Underwriters' own internal fees, costs, and expenses, or those of an affiliate, resulting from the investigation, adjustment, defense, and appeal of a Claim, as authorized by the Company.

The determination of the Underwriters as to the reasonableness of Claim Expenses shall be conclusive on the Assured. All Claim Expenses reduce the available Certificate limits.

"Damages" means a compensatory sum, monetary judgment, award, or settlement an Assured is or may reasonably become legally obligated to pay as the result of an Accident, but does not include fines or statutory penalties, sanctions, whether imposed by law or otherwise, punitive, exemplary, treble damages, or any multiplied portion of a compensatory award, nor the return or restitution of legal fees, costs, and expenses.

"Declarations" means the summary of coverage provided in conjunction with this Certificate setting forth essential terms that are expressly deemed a part of this Certificate.

"Endorsement" means any additional coverage or limitation of coverage contained in any attachment or addendum to this Certificate. Any Endorsement is an indispensable and indivisible part of this Certificate.

"Hazardous Materials" means any nuclear, radioactive, toxic, or explosive material, substance, or waste, and any by-products thereof, and the explosive, toxic, and dangerous properties of such material, substance, or waste and any by-products thereof.

"Impaired Property" means tangible property, other than Your Product or Your Work, that cannot be used or less useful because:

1. It incorporates Your Product or Your Work that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement.

If such property can be restored to use by:

1. The repair, replacement, adjustment, or removal of Your Product or Your Work; or
2. Your fulfilling the terms of the contract or agreement.

"Limit(s) of Liability" means the maximum amount the Underwriters will be obligated to pay for an otherwise covered Claim, including payment for Claim Expenses, Damages, or any other sums due under this Certificate, the amount of which is set forth on the Declarations.

"Loading" or "Unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or Auto;
2. While it is in or on an aircraft, watercraft, or Auto; or
3. While it is being moved from an aircraft, watercraft, or Auto to the place where it is finally delivered, but



2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads; or
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted
  - a. Power crane, shovels, loaders diggers, or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers, or rollers.
5. Vehicles not described in paragraphs 1, 2, 3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting, and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in paragraphs 1, 2, 3, or 4 above maintained primarily for purposes other than the transportation of person or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not Mobile Equipment, but will be considered Autos:

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; and
  - (3) Street cleaning.
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building, cleaning, geophysical exploration, lighting, and well servicing equipment.

"Personal Injury" means injury, other than Bodily Injury, arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution, discrimination, or civil rights violations, wrongful or retaliatory discharge;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or service personnel;
4. Oral or written publication of material that slanders or libels a person's or organization's goods, products or services; or
5. Oral or written material that violates a person's right of privacy.

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically damaged. All such loss shall be deemed to occur at the time of the Accident that caused it.

"Retroactive Date" means any date expressly identified on the Declarations as the Retroactive Date. An expressly identified Retroactive Date shall be considered the Effective Date for determining the Certificate Period. If no Retroactive Date is expressly identified on the Declarations, no coverage is provided for any period of time before the Effective Date.

"Self-Insured Retention" or "SIR" means the amount set forth on the Declarations that the Assured is required to pay for each and every Claim for any combination of Damages and/or Claim Expenses otherwise covered under this Certificate. The Assured will pay 100% of the Self-Insured Retention before any payment is due pursuant to the terms of this Certificate.

"Sub-limit" means a limited portion of the aggregate Limit of Liability under the Certificate, identified for a specific Accident, person, or type or nature of loss covered under this Certificate. Sub-limits effective under the Certificate are identified on the Declarations or in Endorsements attached to the Certificate. All Sub-limits are expressly subject to and deplete any other applicable Sub-limit(s) and the aggregate Limit of Liability. Sub-limits are within, and not in addition to, the aggregate Limit of Liability. Both Sub-limits and any aggregate Limit of Liability are reduced by Claim Expenses. Specific Sub-limits are further defined as follows:

1. Any "Per Person" Sub-limit limits the portion of the aggregate Limit of Liability the Underwriters may be obligated to pay as the result of Bodily Injury and/or Property Damage sustained by any person involved in an otherwise covered Accident to such person, aggregated with all Damages claimed by other person(s) through, or as a result of, the Bodily Injury and/or Property Damage sustained by the person involved in the Accident, including but not limited to Claims for loss of consortium or other Damages by immediate family members, relatives, or third parties.
2. Any "Per Accident" Sub-limit limits the portion of the aggregate Limit of Liability the Underwriters may be obliged to pay as the result of Bodily Injury and/or Property Damage claimed by all persons as a result of an Accident. Any Per Accident Sub-limits are expressly subject to any applicable Per Person Sub-limits.

"Suit" means any proceeding seeking recovery for Damages for Bodily Injury or Property Damage, including

1. Any civil action filed in a court of law;
2. An arbitration proceeding to which you must submit or do submit with our consent; or
3. Any other alternative dispute resolution proceeding to which you submit with our consent.

"Your Product" means:

1. Any goods or products other than real property, manufactured, sold, handled, distributed, or disposed of by:
  - a. You;
  - b. Others trading under your name or

3. Warranties or representations made at anytime with respect to the fitness, quality, durability, performance, or use of any item identified in subparagraphs 1 and 2 above; and
4. The providing or failure to provide warnings or instructions regarding any item identified in subparagraph 1 and 2 above.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

A. "Your Work" means:

1. Work or operations performed by you or on your behalf;
2. Materials, parts, or equipment furnished in connection with such work or operations;
3. Warranties or representations made at anytime with respect to the fitness, quality, durability, performance, or use of any item identified in subparagraphs 1 or 2 above; and
4. The providing of or failure to provide warnings or instructions regarding any item identified in subparagraphs 1 and 2 above.

**sample**

the event we provide a defense for the Assured under the Certificate and if at any time determined that any claim or theory of recovery for which a defense has been provided by us is not covered under the Certificate, we expressly reserve the right to seek reimbursement of any damages and/or claim expenses associated with any such claim or theory of recovery from the Assured, including reimbursement on a prorated basis for that portion of any claim or theory of recovery not covered if multiple claims or theories of recovery have been asserted.

#### **SECTION VIII — CONFORMITY TO STATUTE & SEVERABILITY**

any portions of this Agreement that are not in conformity with federal, state, or local laws are to be deemed amended to conform to such laws. Further, the provisions of this Agreement are severable. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions. Provisions or parts of this Agreement shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

#### **SECTION IX — MUTUAL AFFIRMATION**

Pursuant to the signature, facsimile or otherwise, appearing on the Application, quote, warranty form, Certificate, or any other document provided to the Underwriters to obtain insurance coverage, the parties affirm that all provisions serve to embody and articulate the entire agreement between the parties hereto, and that the parties unqualifiedly accept and agree to abide by the terms and conditions of the Certificate.

#### **SECTION X — GOVERNING LAW**

This Agreement is entered into in the State of Utah and the Agreement, and any rights, remedies, or obligations provided for in this Agreement, shall be construed and enforced in accordance with the laws of Utah.

underwriter within the State of Utah and, for that purpose, will make continuous and systematic requests for the underwriter's services in the State of Utah. The Assured acknowledges that, by entering into this policy of insurance, the Assured is deemed to be transacting business within the State of Utah such that the courts of Utah may exercise jurisdiction over it regarding any issues arising out of this Certificate. In addition, the Assured hereby understands and consents to the jurisdiction of the courts in the State of Utah and agrees that those courts shall be the exclusive forum for the resolution of any claims or disputes arising between the parties related to any insurance coverage issues and any payments due the Insured under the Certificate, unless both the underwriter and Assured agree otherwise in writing.

# sample

**This Endorsement changes the terms and conditions of the Certificate issued. Please read it carefully!**

Subject to all other terms and conditions of the Certificate and all applicable Limits of Liability and Sub-limits, the following additional requirements govern coverage under the Certificate and must be adhered to for coverage to be provided to the Assured under the Certificate. No activities conducted by the Assured are covered under the Certificate unless they are conducted in full compliance with all of the requirements specified. The Assured must advise its employees, agents, contractors, and/or subcontractors of these requirements and ensure that they also abide by them for coverage to be provided. The Assured agrees and understands that any deviation or noncompliance with the specified requirements will result in the denial of coverage under the Certificate; meaning, the Underwriter will not pay Damages nor provide for your defense.

**SCHEDULE OF MONTHLY RENTALS**

**Additional requirements for coverage to apply under the Certificate:**

A schedule of monthly rentals, in a format approved by the Underwriter, must be completed and submitted to the Underwriter at the end of each calendar month for coverage to continue under the Certificate. In the event the schedule is not timely provided, coverage may be cancelled by the Underwriter.

**sample**

**This Endorsement changes the terms and conditions of the Certificate issued. Please read it carefully!**

Subject to all other terms and conditions of the Certificate and all applicable Limits of Liability and Sub-limits, the following additional requirements govern coverage under the Certificate and must be adhered to for coverage to be provided to the Assured under the Certificate. No activities conducted by the Assured are covered under the Certificate unless they are conducted in full compliance with all of the requirements specified. The Assured must advise its employees, agents, contractors, and/or subcontractors of these requirements and ensure that they also abide by them for coverage to be provided. The Assured agrees and understands that any deviation or noncompliance with the specified requirements will result in the denial of coverage under the Certificate; meaning, the Underwriters will not pay Damages nor provide for your defense.

**INFLATABLE AMUSEMENT UNITS**

**Additional requirements for coverage to apply under the Certificate:**

1. All inflatable amusement unit(s) must be used in accordance with the manufacturer's recommended use.
2. All lessor-unsupervised renters of the unit(s) must sign an Underwriter-approved contract and liability statement.
3. In situations where the lessor provides adult supervision of the unit(s) for its use, no rental contract is required.
4. The lessor must provide a written list of restrictions and liability waivers, which the lessee agrees to in writing.
5. The unit(s) must be used with appropriate signs posted regarding basic safety rules and inherent risk identified as follows:
  - a. No flips, somersaults, or rough play;
  - b. No shoes or sharp objects in or around the inflatable unit(s);
  - c. No food, drinks or gum; and
  - d. No eyeglasses or jewelry.
6. Flips must not be allowed on any velcro wall units and signs stating such must be posted near the wall. Attendants on the velcro wall must verbally tell each jumper that no flips are allowed.
7. The lessor must have a regularly scheduled maintenance plan for all equipment and units that is documented.
8. In case of high winds or storms, get all participants off the unit and unplug the motor and extension cord from the power outlet.
9. The unit(s) must be securely tied down with a minimum of three anchor points on a level surface not within five feet of any other fixed objects.
10. Children must be supervised at all times while using the unit(s).
11. Children of the same size or age group only may use the unit(s) at any given time, no adults.
12. Water hoses or water must not be used in the unit(s), unless specifically manufactured for use with water.