



**FRONTING CARRIER
INFORMATION**

Program Administrator

Blitz Insurance Agency, LLC
www.blitzinsurance.com

General Inquiry: underwriting@blitzinsurance.com

Claim Reporting: claims@blairandco.net

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Fronting Insurance Company
Address
City, State, ZIP
Phone: (555) 555-5555

COMMON POLICY
DECLARATIONS

Policy Number	Policy Period
Policy #: 3A0C2ED6D8-0-0	April 1, 2024 to April 2, 2024 At 12:01 AM
Application #: CAN-TN-1228-3778	Standard Time of First Named Insured Address
Prior Policy #: NEW	

ITEM ONE - Named Insured and Mailing Address			
Legal Business Name	Doing Business As	Mailing Address	Business type
Special Event Demo		300 County Road 480 , Englewood 37329 TN	LLC

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - Business Description
Special Event Demo Policy and Forms

ITEM THREE - Product Premiums	
This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.	
Product	Premium
General Liability	\$1,500.00
Premium shown is payable:	\$1,500.00
Broker Fee	\$100.00
Clearinghouse Fee	\$5.00
Surplus Lines Tax	\$50.00
Total:	\$1,650.00

FORMS AND ENDORSEMENTS MADE A PART OF THIS POLICY AT TIME OF ISSUE - SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Surplus Lines Agent
Blitz Broker
123-12-11234

Forms List

Form Number	Form Name
BLZ AC 100 01 22	COMMON POLICY DECLARATIONS
BLZ AC 118 01 22	FORMS LIST
IL 00 17 11 98	COMMON POLICY CONDITIONS
BLZ AC 124 04 23	AMENDMENT TO COMMON POLICY CONDITIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
BLZ AC 125 03 24	FULLY EARNED PREMIUM ENDORSEMENT
BLZ 51 AC 104	CLAIMS NOTIFICATION
BLZ AC 115 08 28	FRAUD STATEMENT
BLZ AC 117 01 22	US TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
BLZ AC 120 01 22	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
BLZ AC 107 01 22	US TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) - NOT PURCHASED
BLZ AC 106 01 22	SANCTION LIMITATION AND EXCLUSION CLAUSE
BLZ GL 129	EXCLUSION - FOR HAZARDS OF LEAD
CG 21 73	EXCLUSION OF CERTIFIED ACTS OF TERRORISM (EXCEPTION AK) (TRIA REJECTION)
CG 21 84	EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM (EXCEPTION AK) (TRIA ACCEPTANCE)
IL 09 85	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT (TRIA ACCEPTANCE)
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION
BLZ AC 123 12 22	EXCLUSION - ELECTRONIC MEDIA
BLZ GL 100 01 22	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM - OCCURRENCE
BLZ GL 236 02 24	LIMITED EVENT COVERAGE
BLZ GL 162 01 22	EXCLUSION FOR TOBACCO OR RELATED PRODUCTS
BLZ GL 125 01 22	EXCLUSION - SPECIFIED DISEASE
BLZ GL 147 08 23	EXCLUSION - HEMP DERIVATIVE PRODUCT AND CONTROLLED SUBSTANCES
BLZ GL 152 01 22	EXCLUSION - AMERICANS WITH DISABILITIES ACT
BLZ GL 153 02 24	EXCLUSION - OCCUPATIONAL DISEASE
BLZ GL 109 01 22	EXCLUSION - TOTAL LIQUOR
CG 40 32 05 23	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
BLZ GL 253 02 24	EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS, BIOAEROSOLS OR ORGANIC CONTAMINANTS
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 24 26 04 13	AMENDMENT OF INSURED CONTRACT DEFINITION
BLZ GL 118 01 22	NON-STACKING ENDORSEMENT
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BLZ GL 103 08 23	EXCLUSION - ASSAULT AND/OR BATTERY
BLZ GL 185 01 24	EXCLUSION - FINES, PENALTIES, PUNITIVE OR EXEMPLARY DAMAGES
BLZ GL 255 02 24	TOTAL ABUSE OR MOLESTATION EXCLUSION
CG 21 67 12 04	FUNGI OR BACTERIA EXCLUSION

Form Number	Form Name
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
BLZ GL 127 08 23	TOTAL ASBESTOS EXCLUSION
CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 09 06 15	EXCLUSION - UNMANNED AIRCRAFT
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 32 05 09	COMMUNICABLE DISEASE EXCLUSION
BLZ GL 214 02 24	ADDITIONAL INSURED - SPECIFIED RELATIONSHIPS
BLZ GL 224 02 24	EXCLUSION - GOLF CARTS AND GOLF MOBILES
BLZ GL 228 02 24	EXCLUSION - ALL-TERRAIN VEHICLES, UTILITY TERRAIN VEHICLES, SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD VEHICLES
BLZ GL 226 02 24	EXCLUSION - INJURY TO ENTERTAINER, PERFORMER, OR CREW
BLZ GL 230 02 24	EXCLUSION - INJURY TO ANY TEMPORARY, VOLUNTEER, OR CASUAL WORKERS, OR INDEPENDENT CONTRACTORS
BLZ GL 204 02 24	CROSS LIABILITY EXCLUSION
BLZ GL 161 02 24	ANIMAL EXCLUSION
BLZ GL 206 02 24	EXCLUSION - ANY FIREARM OR OTHER WEAPONS
BLZ GL 231 02 24	EXCLUSION - AMUSEMENT RIDES, DEVICES OR EQUIPMENT
BLZ GL 229 02 24	EXCLUSION - FIREWORKS, PYROTECHNICS, OR OTHER SMILAR DISPLAYS
BLZ GL 233 02 24	EXCLUISON - PARTICIPANTS AND CONTESTANTS
BLZ GL 234 02 24	EXCLUSION - ORGANIZED SPORTS PARTICIPANTS
BLZ GL 239 02 24	LIMITATIONS OF COVERAGE - CONTRACTORS, VENDORS, EXHIBITORS OR CONCESSIONAIRES - SPEICAL EVENT
CG 20 02 11 85	ADDITIONAL INSURED - CLUB MEMBERS
CG 20 20 11 85	ADDITIONAL INSURED - CHARITABLE INSTITUTIONS
CG 2022 10 01	ADDITIONAL INSURED - CHURCH MEMBERS AND OFFICERS
CG 21 50 04 13	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG 20 12 12 19	ADDITIONAL INSURED - STATE OR GOVERNEMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS
CG 24 04 12 19	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)
BLZ GL 248 02 24	DEFENSE COSTS AND SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMITS OF INSURANCE
BLZ GL 167 03 24	ASSAULT AND/OR BATTERY LIMITED LIABILITY
BLZ GL 242 02 24	ATTENDANCE LIMITATION EXCLUSION
BLZ GL 245 02 24	EXCLUSION - DESIGNATED ACTIVITIES
BLZ GL 246 02 24	EXCLUSION - RIOT, CIVIL COMMOTION OR MOB ACTION
CG 24 07 01 96	PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED
CG 21 16 04 13	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
BLZ GL 249 02 24	EXCLUSION - VIOLATION OF LAW OR NON-COMPLIANCE WITH OCCUPANCY LIMIT
BLZ GL 251 02 24	PARTICIPANT LIMITED LIABILITY COVERAGE FORM
CG 21 38 11 85	EXCLUSION - PERSONAL AND ADVERTISING INJURY
BLZ GL 111 01 22	EXCLUSION - PRODUCTS-COMPLETED OPERATIONS HAZARD
BLZ GL 247 02 24	PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE - OPTIONAL ADDITIONAL INSURED
BLZ GL 254 02 24	PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE - OPTIONAL ADDITIONAL INSURED - SCHEDULE

CG 20 28 12 19	ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT
CG 20 11 12 19	ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to 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 conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

This Endorsement modifies the Policy's Common Policy Conditions as follows:

The following paragraphs are added:

G. Cancellation Of One Coverage Part In Package Policy

1. We reserve the right to cancel separate coverage parts under this Policy, subject to the applicable Cancellation provision in the Policy. Our cancellation of one or more coverage parts shall not constitute a cancellation of the entire Policy unless otherwise indicated in the Notice of Cancellation.

2. In the event of Cancellation of one or more coverage parts of this Policy, we will return any premium refund due for the cancelled coverage part or parts only. We will not return premium for any coverage parts under this Policy that were not canceled.

H. Right to Rescind Singular Coverage Parts In Package Policy

1. In the event we resort to rescission, we reserve the right to rescind one or more coverage parts of the Policy on an individual or joint basis. Rescission of one or more coverage parts will not constitute rescission of the entire Policy unless so indicated in the notice of Rescission.

2. In the event of rescission by us of one or more coverage parts of this Policy, we will return your premium for the rescinded coverage part or parts only. We will not return premium for any coverage parts under this Policy that were not rescinded.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PART

The total premium shown on the Common Policy Declarations is the minimum premium for this Policy and is not subject to pro-rata, or less than pro-rata adjustment, in the event of cancellation of this insurance by the first Named Insured.

Cancellation of this insurance for nonpayment of premium is considered a request by the first Named Insured for cancellation of this insurance and will activate this fully earned provision.

All other terms and conditions of this policy remain unchanged

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FRAUD STATEMENTS

General Statement:

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Signature on file with carrier

Applicant's Signature

Date

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Terrorism Risk Insurance Act.

Cap on Insurer Participation in Payment of Terrorism Losses

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

Disclosure of Premium

Under federal law, you have thirty (30) days to consider this offer of coverage for loss resulting from certified acts of terrorism and submit the premium required. If we do not receive the quoted premium or if you send us a signed rejection of coverage, any terrorism exclusion nullified by the Terrorism Risk Insurance Act will be reinstated or added to your policy, as of the effective date of this new or renewing policy, and, you will not be covered for losses arising from terrorist acts, as defined in the Terrorism Risk Insurance Act that was previously excluded.

Acceptance or Rejection of Terrorism Insurance Coverage

 I hereby elect to purchase terrorism coverage for a prospective premium of 5% of the total premium, subject to a \$250 minimum premium, excluding taxes and fees

 [X] I hereby decline to purchase terrorism coverage for certified acts of terrorism.

I understand that I will have no coverage for losses resulting from certified acts of terrorism.

 Signature on file with carrier

Policyholder/Applicant's Signature

Insurance Co:

Name Insured:

Date: 12/28/2023

U.S. TERRORISM RISK INSURANCE ACT OF 2002 (AS AMENDED) – NOT PURCHASED

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Company has made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

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

SANCTION LIMITATION AND EXCLUSION CLAUSE

SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer or reinsurer shall be deemed to provide cover, and no insurer or reinsurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer or reinsurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the United States of America.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FOR HAZARDS OF LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

- (1) "Bodily injury" caused in whole or in part, either directly or indirectly, by lead paint or lead contamination, or arising out of or incidental to the inhalation, ingestion, use, handling, or contact with lead paint or lead contamination or absorption of lead in any form;
- (2) Any actual or alleged "property damage" or "personal injury or advertising injury" arising out of any form of lead;
- (3) Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of lead; or
- (4) Any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

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

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ELECTRONIC MEDIA

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The coverage under this policy does not apply to any loss, injury, damage, claim or “suit”, including but not limited to any “bodily injury”, “property damage”, or “personal and advertising injury”, based upon or arising directly or indirectly out of any:

1. Misdirection of electronic mail, communications or other electronic media, including but not limited to any media or communications sent through any intranet, extranet, electronic chat room, bulletin board or through the use of any internet, cellular or other data-transmitting connection, including through any cellular phone or similar device;
2. Loss or interception of any client or customer information transmitted via electronic means by any insured or any other party, with or without the knowledge or consent of an insured;
3. Introduction of any unauthorized corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, or mutations of any of the preceding, to any computer system, server or network of any insured or any third party; or
4. Unintentional or unauthorized access, or access that exceeds authorization granted by an insured to any electronic device, computer, computer system, server or network, including but not limited to any ransomware or malware attack.

This exclusion applies regardless of whether the loss, injury, damage, “bodily injury”, “property damage”, or “personal and advertising injury” results from any intentional or unintentional act of any insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

COMMERCIAL
GENERAL LIABILITY
DECLARATIONS

Policy Number	Policy Period
Policy #: 3A0C2ED6D8-0-0 Application #: CAN-TN-1228-3778 Prior Policy #: NEW	April 1, 2024 to April 2, 2025 At 12:01 AM Standard Time of First Named Insured Address

ITEM ONE - Named Insured and Mailing Address			
Legal Business Name	Doing Business As	Mailing Address	Business type
Special Events Demo		300 County Road 480 , Englewood 37329 TN	LLC

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO - Business Description
Special Events Demo

ITEM THREE - Schedule of Coverages			
GENERAL AGGREGATE:	\$2,000,000		
Coverage	Limit	Deductible	Premium
General Liability - Occurrence Form	\$1,000,000 Per Occurrence	\$250 Per Claim	\$1,500.00
Medical payments	\$5,000 Any One Person	N/A	Included
Personal And Advertising Injury	\$1,000,000 Per Occurrence	\$250 Per Claim	Included
Damage To Premises Rented to You	\$100,000 Any One Premise	\$250 Per Claim	Included
Products & Completed Operations - Claims Made and Reported	\$2,000,000 Aggregate / \$1,000,000 per Occurrence	\$250 Per Claim	Included
Total Premium:			\$1,500.00

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
Retroactive Date: N/A

Schedule of Locations - Premises & Operations

The following coverages and limits apply to each described property as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements.

Address
300 County Road 480
Englewood, TN 37329 (I)

Classification	Exposure	PremOps Rate
Special Event	I event	\$1,500.00 per event
Estimated Annual Premium (Subject to Audit): \$1,500.00		
Audit Period: Annually		

Coverage Modifications

Assault and/or Battery Exclusion Applies

Schedule of Classifications - Products and Completed Operations

The following coverages and limits apply to each described property as shown below. Coverages are defined in the policy and are subject to the terms and conditions contained in the policy, including amendments and endorsements.

Classification	Exposure	ProdOps Rate
Special Event	I event	Incl.
Estimated Annual Premium (Subject to Audit): Incl.		
Audit Period: Annually		

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

p. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b.** This insurance applies to such liability assumed by the insured;
- c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f.** The indemnitee:

- (1)** Agrees in writing to:

- (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
- (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c)** Notify any other insurer whose coverage is available to the indemnitee; and
- (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (2)** Provides us with written authorization to:

- (a)** Obtain records and other information related to the "suit"; and
- (b)** Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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

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

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

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

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

- c. You and any other involved insured must:

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

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

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

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

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

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

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

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

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

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

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

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

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

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

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

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EVENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<u>Event Type</u>	<u>Dates of Event</u>		<u>Location of Special Event</u>
(taken from system)	Start: (eff date)	End: (expiration date)	(taken from system)

This insurance applies only to “bodily injury”, “property damage” or “personal and advertising injury” arising out of an “occurrence” or offense which takes place during the event shown in the schedule above, but only to the extent that this policy and all endorsements included provide coverage. However, required activities that are part of the setup and teardown of the event are considered part of the event.

A. The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the events scheduled above is postponed by you, we may amend the scheduled date(s) to the date(s) you tell us. You must promptly notify us in writing of the postponement on or prior to the scheduled start date(s) and prior to the revised start date(s)

All other Terms and Conditions of the Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION FOR TOBACCO OR RELATED PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS LIABILITY COVERAGE PART

This policy does not apply to "bodily injury", "property damage" "personal injury" or "advertising injury" for the real or alleged emergence, contraction, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition, arteriosclerosis, heart condition, burn, allergy and/or any other disease of the human body as a result of the consumption, use and/or exposure to any "tobacco product" or pseudo tobacco product manufactured, sold, handled, or distributed by, for, or on behalf of any insured.

"Tobacco product" as used in this endorsement, shall include raw or cured tobacco, cigars, smokeless tobacco, cigar wrappers, pipe tobacco, cigarette filters, snuff, chewing tobacco, smokeless "tobacco products," cigarettes, cigarette paper, chewing gums containing nicotine or tobacco, nicotine or transdermal patches or other nicotine replacement therapies containing nicotine or tobacco, any nutraceutical or pharmaceutical product to aid in smoking cessation, tobacco smoke, gaseous or solid residues or other products sprayed on, applied to or customarily found within or used in conjunction with any "tobacco product."

"Tobacco product" does not include electronic cigarettes, e-cigarettes, or any mechanical or electronic device that dispenses substances such as nicotine, flavoring agents or other chemicals that are marketed, advertised, sold for, intended for, or used to simulate, mimic, substitute for, or replace the consumption of any type of tobacco or substance containing nicotine.

This policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPECIFIED DISEASE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY PRODUCTS/COMPLETED OPERATIONS LIABILITY

The following exclusion is added to the policy to which this endorsement is attached:

- A.** This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of or related to the use, consumption or absorption of any product, equipment or device, including components, used to consume any product manufactured, sold, or distributed by or on behalf of any insured, that causes, contributes to or is alleged to cause any;

1. "Cardiovascular Conditions"
2. "Cancer"
3. "Lung Conditions"
4. "Reproductive Harm" or
5. "Diseases".

B. Definitions:

For purposes of this endorsement, the following definitions apply:

"Cardiovascular Conditions" means heart disease, the emergence, contraction, onset, aggravation or exacerbation of any form of arteriosclerosis, cardiac arrhythmias or sequelae from changes in heart rate, blood pressure or coronary dilation, and any other cardiovascular condition or disease including stroke from cerebral dilation.

"Cancer" means the emergence, contraction, onset, aggravation or exacerbation of any form of cancer, carcinoma, cancerous or precancerous condition.

"Lung Conditions" means the emergence, contraction, onset, aggravation or exacerbation of any respiratory condition, lung disease or any form of disease to the human body.

"Reproductive Harm" means "diseases" alleged to cause, aggravate or exacerbate any reproductive or epigenetic injury, regardless of the actual or alleged cause or causative factor.

"Diseases" mean any form of physical or mental disorder of a function of the human body.

We shall have no duty to defend or indemnify any insured or additional insured for any claim, suit or action arising out of any "occurrence" or allegation of "bodily injury", "property damage", or "personal and advertising injury" that causes or is alleged to cause the diseases and/or medical conditions described within this endorsement.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – HEMP DERIVATIVE PRODUCT AND CONTROLLED SUBSTANCES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A. The following is added to Section 2. Exclusions of Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability of the Commercial General Liability Coverage Form:

This insurance does not apply to:

1. Hemp Derivative Product

“Bodily injury” or “property damage”, claims, demands, or “suits”, or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of any “Hemp Derivative Product” that has been designated as illegal or otherwise unlawful pursuant to any applicable state, county or local statute, regulation, code, ordinance or other law within a state where the “Hemp Derivative Product” was manufactured, processed or sold.

2. Controlled Substances

“Bodily injury” or “property damage”, claims, demands, or “suits”, or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of a “Controlled Substance” as defined by Federal Legislation or by any Federal Agency having jurisdiction over the product.

These exclusions do not apply to the legitimate cultivation, distribution, manufacture, sale, use, or possession of “cannabis” or “cannabis products” when an insured is properly licensed by the applicable state and local authorities. “Cannabis or “cannabis products” blended with any illegal or unlawful “Hemp Derivative Product” or “Controlled Substance” is also excluded.

- B. The following is added to Section 2. Exclusions of Section I – Coverages – Coverage B – Personal and Advertising Injury Liability of the Commercial General Liability Coverage Form:

This insurance does not apply to:

1. Hemp Derivative Product

“Personal advertising and injury”, claims, demands, or “suits”, or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of any “Hemp Derivative Product” that has been designated as illegal or otherwise unlawful pursuant to any applicable state, county or local statute, regulation, code, ordinance or other law within a state where the “Hemp Derivative Product” was manufactured, processed or sold.

2. Controlled Substances

“Bodily injury” or “property damage”, claims, demands, or “suits”, or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of a “Controlled Substance” as defined by Federal Legislation or by any Federal Agency having jurisdiction over the product.

These exclusions do not apply to the legitimate cultivation, distribution, manufacture, sale, use, or possession of “cannabis” or “cannabis products” when an insured is properly licensed by the applicable state and local authorities. “Cannabis or “cannabis products” blended with any illegal or unlawful “Hemp Derivative Product” or “Controlled Substance” is also excluded.

- C. The following is added to Section 2. Exclusions of Section I – Coverages – Products/Completed Operations Bodily Injury and Property Damage Liability:

This insurance does not apply to:

1. Hemp Derivative Product

"Bodily injury" or "property damage", claims, demands, or "suits", or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of any "Hemp Derivative Product" that has been designated as illegal or otherwise unlawful pursuant to any applicable state, county or local statute, regulation, code, ordinance or other law within a state where the "Hemp Derivative Product" was manufactured, processed or sold.

2. Controlled Substances

"Bodily injury" or "property damage", claims, demands, or "suits", or other injury or damage or loss arising from the cultivation, manufacture, processing, distribution, sale, use or possession of a "Controlled Substance" as defined by Federal Legislation or by any Federal Agency having jurisdiction over the product.

These exclusions do not apply to the legitimate cultivation, distribution, manufacture, sale, use, or possession of "cannabis" or "cannabis products" when an insured is properly licensed by the applicable state and local authorities. "Cannabis or "cannabis products" blended with any illegal or unlawful "Hemp Derivative Product" or "Controlled Substance" is also excluded.

- D. For the purposes of this endorsement, the following definitions are added:
1. "Hemp Derivative Product" means a product that contains one or more cannabinoids derived from hemp and which contains THC in an amount smaller than that which could cause intoxication when consumed as recommended, suggested or directed.
 2. "Controlled Substance" means any drug or other substance that is regulated pursuant to the Controlled Substances Act, 21 U.S. Code Sections 811 – 812.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSIONS – AMERICANS WITH DISABILITIES ACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION I-COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions; and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions:

In consideration of the premium charged, this insurance does not apply to, and there is no duty on us to defend you for, "bodily injury", "property damage", "personal injury", "advertising injury", medical payments or any injury, loss or damages, including consequential injury, disease or illness, alleged disease or illness, "suit", expense or any other damages, for past, present, or future claims arising out of any actual or alleged failure to comply with the provisions of the Americans with Disabilities Act.

For the sake of clarity, where this insurance does not apply and there is no duty on us to defend you, there is also no coverage and no duty on us to defend any additional insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OCCUPATIONAL DISEASE

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

This insurance does not apply to:

- 1) any “bodily injury” to any insured’s employee(s) arising from an “occupational disease(s);” or
- 2) any “bodily injury” to any person or any claims by any person that they sustained “bodily injury” or the fear of sustaining “bodily injury” arising out of any contact with, handling of, inhalation, absorption, or exposure to any environmental, chemical, or toxic agent or substance, including any dust or fumes there from, arising out of the insured’s operations, completed operations, or products.

“Occupational disease(s)” means any physical or mental disease, condition, or disability of any employee(s) of any insured arising out of the insured’s operations or conditions of employment, including any disease, condition or disability from a repetitive operation or any contact with, handling of, inhalation, absorption, or exposure to any environmental, chemical, or toxic agent or substance including any dust or fumes there from arising out of the insured’s operations.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

EXCLUSION – TOTAL LIQUOR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I-Coverage, Liquor Liability 2.c. Exclusion of the Commercial General Liability Coverage Form, is replaced by the following:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any injury, loss or damage arising out of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.
- (4) Any act or omission by any insured, any employee of any insured, or any other persons related to providing or failing to provide transportation, or any act of assuming or failing to assume responsibility for the well-being, supervision, or care of any person under or suspected to be under the influence of alcohol.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3), or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is itself considered the business of selling, serving or furnishing alcoholic beverages.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

- 1.** Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a.** Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b.** Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

- c.** Perfluoropolyethers (PFPE);

- d.** Fluorotelomer-based substances; or

- e.** Side-chain fluorinated polymers; or

- 2.** Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MICROORGANISMS, BIOLOGICAL ORGANISMS, BIOAEROSOLS OR ORGANIC CONTAMINANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** and **COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate or dispose of, or in any way respond to, or assess the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend, or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation or absorption of any microorganisms, biological organisms, bioaerosols, or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

This exclusion does not apply to any fungi, bacteria, microorganisms or biological organisms that are, are on, or are contained in, a good or product intended for bodily consumption.

All other terms and conditions of this policy remain unchanged

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 03 00 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$ N/A	\$ N/A
OR			
Property Damage Liability		\$ N/A	\$ N/A
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$ See Declarations	\$ See Declarations

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-STACKING ENDORSEMENT

ALL COVERAGE PARTS

If this policy and any other policy issued to you by us apply to the same claim or "suit", the maximum Limit of Liability under all policies shall not exceed that of the policy with the highest applicable Limit of Liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT AND/OR BATTERY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Assault and/or Battery Exclusion

1. This insurance does not apply to any claim, suit, cost, expense and/or cause of action arising from:
 - a. An “assault and/or battery”, including any assault involving a firearm, regardless of culpability or intent; or
 - b. A physical altercation; or
 - c. Any act, failure to act, error or omission to prevent or suppress an “assault and/or battery” or physical altercation.
2. This exclusion applies whether an insured, an insured’s employee, a patron or any other person commits, causes, instigates or directs the “assault and/or battery” or physical altercation.
3. This exclusion also applies to any claim, suit, cost, expense or cause of action:
 - a. By a person or entity seeking recovery or asserting rights arising out of, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an “assault and/or battery” or a physical altercation; or
 - b. By a person or entity seeking recovery for emotional distress, loss of society, services, consortium and/or income, reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages), arising out of, caused or contributed to by, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an “assault and/or battery” or physical altercation; or
 - c. By a person or entity seeking contribution or indemnification for any suit, claim, cost or expenses seeking recovery for or arising out of an “assault and/or battery” or physical altercation; or
- d. Alleging negligent hiring, placement, training or supervision, or allegations of any act, error, or omission arising out of or relating to an “assault and/or battery” or physical altercation on or from the designated premises; or
- e. Alleging failure to provide proper security or safe premises to any person injured in an “assault and/or battery” or physical altercation.
4. We are under no duty to defend any insured in any “suit” alleging a cause of action, claim, suit, cost or expense excluded by the above and/or alleging an “assault and/or battery” or physical altercation.
5. Exclusion a. under Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

This insurance does not apply to:

 - a. Expected or intended injury
 - (1) “Bodily injury” or “property damage” expected or intended from the standpoint of the insured; or
 - (2) Arising out of an “assault and/or battery”, including any “assault and/or battery” involving a firearm, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an “assault and/or battery”, committed by any insured or an employee or agent of the insured.

B. Definitions

The following definitions are added to Section V – Definitions of the Commercial General Liability Coverage form:

1. "Assault and/or battery" means:
 - a. Any attempt or threat to inflict "injury" to another person or to the property of another person, including any conduct or action that would reasonably place such person in apprehension of such "injury"; or
 - b. The intentional or reckless physical contact with or any use of force against a person without his or her consent that results in "injury" or offensive or abusive touching, whether or not the actual "injury" inflicted was intended or expected. The use of force includes, but is not limited to, the use of a weapon.
2. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services, or loss of support
3. "Claims expenses" means:
 - a. Reasonable and customary fees charged by an attorney(s) designated and agreed by the Company; and
 - b. All Supplementary Payments as defined herein and incurred under this coverage form; and
 - c. All other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a Claim, if incurred by the Company, or by the Insured with the written consent of the Company.

Claims expenses does not include any salary, overhead, or other charges by the Insured for any time spent in cooperating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE OR EXEMPLARY DAMAGES

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Regardless of any other provision of this policy, this policy does not apply to a claim of or indemnification for punitive or exemplary damages, fines, penalties, treble damages, or multiplied or multiple damages imposed upon any insured, whether imposed by law or statute.

If an action is brought against any insured and falls within the coverage provided by the policy, seeking both “compensatory damages” and any of the fines, penalties or damages enumerated above, no coverage shall be provided by this policy for any costs, interest, defense costs, attorney or legal fees of any type of damages attributable to any of the fines, penalties or damages enumerated above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. Exclusions of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Abuse or Molestation

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which any insured may be held liable, arising out of, relating to or resulting from the actual or threatened abuse or molestation of any person by:
 - a. any insured,
 - b. any of your “employees”,
 - c. any “temporary workers”,
 - d. any “volunteer worker”; or
 - e. any other person

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of others by an insured if the “occurrence” which caused the “bodily injury”, “property damage”, or “personal and advertising injury” involves abuse or molestation of any person

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS / COMPLETED OPERATIONS LIABILITY COVERAGE FORM

- A.** The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the Commercial General Liability Coverage Form and to Section I.2. Exclusions of the Products/Completed Operations Liability Coverage Form:
- Asbestos Or Asbestos-Related Dust**
1. “Bodily Injury” arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, or ingestion of, asbestos or asbestos-related dust particles.
 2. “Property damage” arising, in whole or in part, out of the actual alleged, threatened, or suspected contact with, exposure to, existence of, or presence of, asbestos or asbestos-related dust.
- B.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, asbestos or asbestos dust, by any insured or by any other person or entity whether it was done knowingly or unknowingly or by accident.
- C.** The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:
- Asbestos Or Asbestos-Related Dust**
1. Any loss, cost or expense arising, in whole or part, out of the abating, testing for, monitoring cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating of disposing of, or in any way responding to or assessing the effects of, “asbestos” or “asbestos-related dust”, by any insured or by any person or entity whether it was done knowingly or unknowingly or by accident.
- D.** The following definitions are added to the **DEFINITIONS** Section:
1. “Asbestos” means naturally occurring hydrated fibrous mineral silicates that possess a unique crystalline structure and are incombustible in air, including chrysotile, amosite, crocidolite, tremolite, anthophyllite, acinolite, and any material which contains “asbestos”
 2. “Asbestos-related dust,” means a mixture or combination of “asbestos” and other dust or particles.

All Other Terms And Conditions Of This Policy Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

- B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

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

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions of Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- (2) Any loss, cost or expense arising out of any:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Section II – Who Is An Insured is amended to include as an additional insured any person(s), organization(s), state or governmental agency when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) is to be named as an additional insured on your policy, subject to the following provisions:

- A. The contract or agreement must be in effect during the policy period shown in the Declarations, and must have been executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- B. The person(s), organization(s), state or governmental agency is an additional insured only with respect to the liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part by:
 1. The ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:
 - (a) This insurance does not apply to any “occurrence” which takes place after you cease to be a tenant in that premises.
 - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an additional insured.
 2. The maintenance, operation or use of equipment leased to you by such person(s) or organizations(s) subject to the following exclusion:
 - (a) This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.
 3. Their liability as a grantor of a franchise to you.
 4. Their liability as a grantor of a license to you. A person(s), organization(s), state or governmental agency status as an additional insured under this endorsement ends when:
 - (a) The license granted to you by such person(s), organization(s), state or governmental agency expires; or
 - (b) Your license is terminated or revoked by such person(s), organization(s) state or governmental agency prior to the expiration of the license as stipulated by the contract or agreement.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

 1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations of this Policy.

**COMMERCIAL GENERAL LIABILITY
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The following paragraph is added to Paragraph **4.a.** of the **Other Insurance Condition** of **Section IV – Commercial General Liability Conditions**:

This insurance is primary insurance as respects to our coverage to the additional insured person(s) or organization(s) where the written contract or agreement requires that this insurance be primary and noncontributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured where the additional insured person(s) or organization(s) is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – GOLF CARTS AND GOLF MOBILES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any golf cart or golf mobile by any person.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ALL-TERRAIN VEHICLES, UTILITY TERRAIN VEHICLES, SNOWMOBILES OR OTHER RECREATIONAL OFF-ROAD VEHICLES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Arising out of the:
 - a. Ownership;
 - b. Maintenance;
 - c. Lease;
 - d. Rental;
 - e. Entrustment to others; or
 - f. Use

Of any “all-terrain vehicle (ATV)”, “utility terrain vehicle (UTV)”, snowmobile, or other “recreational off-road vehicle (ROV)”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured if the “occurrence” or offense which caused the “bodily injury”, “property damage” or “personal and advertising injury” involved the ownership, maintenance, lease, rental, entrustment to others or use of any “all-terrain vehicle (ATV)”, “utility terrain vehicle (UTV)”, snowmobile, or other “recreational off-road vehicle (ROV)”.

- B. For the purposes of this endorsement, the following definitions are added to **SECTION V - DEFINITIONS**:

"All-terrain vehicle (ATV)" means any motorized vehicle designed for off-road use, having a seat designed to be straddled by the operator and handlebars for steering control. This includes, but is not limited to, motorcycles, three wheelers, four wheelers, snowmobiles or other similarly designed vehicles.

"Utility terrain vehicle (UTV)" and **"Recreational off-road vehicle (ROV)"** means any motorized vehicle designed for off-road use operating on tracks, crawler treads or four or more tires, having a bench or bucket seating for each occupant, and a steering wheel for control.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO ENTERTAINER, PERFORMER OR CREW

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" to any entertainer, performer, band member, crewmember, roadie, stagehand or independent contractor while supervising, setting up, preparing or rehearsing for or participating in any athletic event, concert, demonstration, production, performance, program, exhibition, or show.

This exclusion applies even if the claim against any insured alleges negligence, vicarious liability or other wrongdoing relating to or arising out of the supervision, hiring, employment, training or monitoring such individuals or any other party, by the insured.

- (2) "Bodily injury" or "personal and advertising injury" sustained by the spouse, child, parent, brother or sister of an entertainer, performer, band member, crewmember, roadie, stagehand or independent contractor of any insured as a consequence of "bodily injury" or "personal and advertising injury" to such entertainer, performer, band member, crewmember, roadie, stagehand or independent contractor.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO ANY TEMPORARY, VOLUNTEER, OR CASUAL WORKERS, OR INDEPENDENT CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “bodily injury” or “personal and advertising injury” to:

- (1) any “temporary worker”;
- (2) any “volunteer worker”;
- (3) any “casual worker”;
- (4) any independent contractor hired directly or indirectly by you or on your behalf;
- (5) any “employee” of any independent contractor hired directly or indirectly by you or on your behalf; or
- (6) any spouse, child, parent, brother, sister or registered domestic partner of (1), (2), (3), (4), or (5) above.

This exclusion applies:

- (a) where the insured may be liable as an employer, “executive officer” or in any other capacity;
- (b) to any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (c) to liability assumed by the insured under an “insured contract”

- B.** For the purpose of this endorsement only, **SECTION V – DEFINITIONS, 5. “Employee”** and **19. “Temporary worker”** are deleted in their entirety and replaced with the following:

5. “Employee” includes a “leased worker”, “temporary worker” or “casual worker”.

- 19. “Temporary worker”** means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.

However, “temporary worker” does not include a person who is furnished to you by a labor union to substitute for a permanent worker on leave or to meet seasonal or short-term workload or conditions.

- C.** For the purpose of this endorsement only, **SECTION V – DEFINITIONS** is amended by the addition of the following:

“Casual worker” means:

- a.** A person, other than a person furnished to you by a labor union, who acts at the direction of and within the scope of duties determined by any insured, and is employed by any insured for a short time and for a limited and temporary purpose; or
- b.** A person for whom any insured, or a labor leasing firm acting on behalf of any insured, does not withhold federal income taxes and pay federal unemployment tax.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

It is agreed this insurance does not apply to:

- (1) Any claim made or "suit" brought for damages or liability of any kind by any Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured against any other Named Insured or any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured because of "bodily injury", "property damage" or "personal and advertising injury"; or
- (2) Any claim made or "suit" brought for damages by the spouse, child, parent, brother or sister of any "employee", "volunteer worker", "temporary worker", "executive officer", director, stockholder, partner or member of any Named Insured as a consequence of (1) above.

It is further agreed the Company shall not have the obligation to indemnify, defend, adjust, investigate or pay any cost or expense of any kind for any claim made or "suit" brought which is excluded under the terms of this endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANIMAL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of, or caused by, any animal.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANY FIREARM OR OTHER WEAPON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

“Bodily Injury”, “Property damage” or “Personal and Advertising Injury” arising out of the use, sale, or demonstration of any firearm or other weapon by any person, whether or not caused:

- a. By, at the instigation of, or with the direct or indirect involvement of you or your “employees”, patrons or other persons in, on, near or away from your premises;
- b. By or arising out of your failure to properly supervise or keep your premises in a safe condition;
- c. By or arising out of any insured’s act or omission in connection with the prevention, suppression or failure to warn, including but not limited to negligent supervision, hiring, employment, training or monitoring of others; or
- d. By or arising out of negligent,

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – AMUSEMENT RIDES, DEVICES OR EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” caused by or arising out of:

1. The ownership, operation, supervision, rental, lease, maintenance, use or entrustment to others of any amusement ride, device or equipment, including but not limited to:
 - a. any mechanical or non-mechanical ride;
 - b. slides:
 - c. water slides;
 - d. “Inflatable amusement device”;
 - e. bungee operation or equipment;
 - f. trampolines and/or any other similar jumping
2. The negligent employment, supervision or training of any person for whom any insured is or was ever legally responsible for operations described in Paragraph 1. above.

- B. The following definition is added to **SECTION V – DEFINITIONS**:

“Inflatable amusement device” means a flexible structure that relies on air pressure to maintain its shape and which is designed for uses that may include but are not limited to bouncing, sliding, climbing or interactive play.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIREWORKS, PYROTECHNICS, OR OTHER SIMILAR DISPLAYS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

Fireworks and Pyrotechnics

This insurance does not apply to “bodily injury”, “property damage” or medical expenses arising out of:

- (1) fireworks;
- (2) pyrotechnics;
- (3) flash or smoke pots;
- (4) explosives;
- (5) strobes or
- (6) any other similar displays

This exclusion applies even if negligence or other wrongdoing is alleged in the supervision, hiring, employment, training, investigation, reporting to authorities, or monitoring of others by an insured if the “occurrence” which caused the “bodily injury”, “property damage”, “personal and advertising injury” or medical payments involves any of the items described above.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PARTICIPANTS AND CONTESTANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and to Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” to any person while practicing, instructing, supervising, coaching, officiating, training, preparing for, or participating in any parade activity, or bicycle, running or walking races, activity, or event including, but not limited to, any practice session, elimination or competition event, or in any physical exercise, game, sport, contest, race, exhibition, demonstration, performance or show.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ORGANIZED SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and to Paragraph 2. Exclusions of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” to:

- (1) any “participant” while in any “organized sports activity”, or
 - (2) the spouse, child, parent, brother or sister of any “participant” if such “bodily injury”, “property damage” or “personal and advertising injury” arises out of the “bodily injury”, “property damage” or “personal and advertising injury” to any “participant”.
- B. The following is added to SECTION V – DEFINITIONS:**
1. “Organized sports activity” means:
 - a. Any athletic contest, game, competition, performance, demonstration, match, meet, tournament or event that is:
 - (1) Officiated by a judge, referee or other official; and
 - (2) An official score, time or other record is or is typically kept regarding the outcome of the event.
 - Or
 - b. Any practice or preparation for any athletic contest, game, competition, performance, demonstration, match, meet, tournament or event.
 2. “Participant” means any athlete, contestant, team member, player, coach, manager, official, referee or other individual involved in an “organized sports activity”

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATIONS OF COVERAGE – CONTRACTORS, VENDORS, EXHIBITORS OR CONCESSIONAIRES – SPECIAL EVENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following language:

As a condition to and for coverage to be provided by this policy, you must do all of the following:

1. Obtain either a Certificate of Insurance or a formal written contract with all independent contractors, subcontractors, exhibitors, vendors or concessionaires in force at the time of the injury or damage verifying valid Commercial General Liability Insurance written on an "occurrence" basis with Limits of Liability of at least:
 - a. \$1,000,000 each "Occurrence"
 - b. \$1,000,000 General Aggregate; and
 - c. \$2,000,000 Products-Completed Operations Aggregate.
2. Obtain either a Certificate of Insurance or a formal written contract from your independent contractors, subcontractors, exhibitors, vendors, or concessionaires stating they have agreed to defend, indemnify and hold you harmless from any and all liability, loss, actions, costs, including attorney fees for any claim or lawsuit presented, arising from the negligent or intentional acts, errors or omissions of any independent contractor, subcontractor, exhibitor, vendor, or concessionaire.
3. Verify by Certificate of Insurance or the contract that your independent contractors, subcontractors, exhibitors, vendors, or concessionaires have named you as an additional insured on their Commercial General Liability Policy for damages because of "bodily injury", "property damage", and "personal and advertising injury" arising out of or caused by any operations and completed operations of any independent contractor, subcontractor, exhibitor, vendor or concessionaire.

This insurance will not apply to any loss, claim or "suit" for any liability or any damages arising out of operations or completed operations performed for you by any independent contractors, subcontractors, exhibitors, vendors or concessionaires unless all of the above conditions have been met.

All other terms and conditions of this policy remain unchanged

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHARITABLE INSTITUTIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

WHO IS AN INSURED (Section II) is amended to include as an insured:

1. Your members but only with respect to their liability for your activities or activities they perform on your behalf; and
2. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CHURCH MEMBERS AND OFFICERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2.a., Exclusions of Section I – Coverage C – Medical Payments** is replaced by the following:

We will not pay expenses for "bodily injury":

- a.** To any insured, except church members who are not paid a fee, salary or other compensation.

- B. Section II – Who Is An Insured** is amended to include the following as insureds:

- 1.** Any of your church members, but only with respect to their liability for your activities or activities they perform on your behalf.

- 2.** Any:

- a.** Trustee, official or member of the board of governors of the church; or
 - b.** Members of the clergy
- but only with respect to their duties as such.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion c. under Paragraph
2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

c. Liquor Liability

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

- (1)** Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;
- (2)** The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3)** Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a)** The supervision, hiring, employment, training or monitoring of others by that insured; or

- (b)** Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

This exclusion applies only if you:

- (1)** Manufacture, sell or distribute alcoholic beverages;
- (2)** Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a)** Requires a license;
 - (b)** Is for the purpose of financial gain or livelihood;
- (3)** Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4)** Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- However:
- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. This insurance does not apply to:**
- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE COSTS AND SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Sub-paragraph a. (2) in SECTION I - COVERAGES, COVERAGE A Bodily Injury and Property Damage Liability, 1. Insuring Agreement** is deleted and replaced by the following:
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.
- B. Sub-paragraph a. (2) in SECTION I - COVERAGES, COVERAGE B Personal and Advertising Injury, 1. Insuring Agreement** is deleted and replaced by the following:
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments under Coverages **A** or **B** or medical expenses under Coverage **C**.
- C. SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, part 1.** is deleted and replaced by the following:
1. We will pay the following amounts, which shall reduce the Limits of Insurance, with respect to any claim we investigate or settle, or any “suit” against an insured we defend:
 - a. All expenses we incur, including “defense costs”.
 - b. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of use of any vehicle to which Bodily Injury Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All costs taxed against the insured in the “suit”.
 - f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interest of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of the indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or Supplementary Payments; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

D. SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:
- Medical expenses under Coverage **C**;
 - Damages and Supplementary Payments under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - Damages and Supplementary Payments under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages and Supplementary Payments because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages and Supplementary Payments because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- Damages and Supplementary Payments under Coverage **A**; and
 - Medical expenses under Coverage **C**
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages and Supplementary Payments because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses and Supplementary Payments because of "bodily injury" sustained by any one person.

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

E. For the purposes of this endorsement, the following definition is added to SECTION V - DEFINITIONS:

"Defense costs" mean all expenses incurred in the investigation, defense, and settlement of any claim or "suit" under this policy, including attorney's fees, court reporter fees, charges for independent medical examinations, and expert witnesses, provided such claim expenses are incurred by us. "Defense costs" will not include salaried employees, retainers paid to attorneys and office expenses of either the insured or us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT AND/OR BATTERY LIMITED LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Assault and/or Battery Exclusion

1. This insurance does not apply to any claim, suit, cost, expense and/or cause of action arising from:
 - a. An "assault and/or battery", including any assault involving a firearm, regardless of culpability or intent; or
 - b. A physical altercation; or
 - c. Any act, failure to act, error or omission to prevent or suppress an "assault and/or battery" or physical altercation.
2. This exclusion applies whether an insured, an insured's employee, a patron or any other person commits, causes, instigates or directs the "assault and/or battery" or physical altercation.
3. This exclusion also applies to any claim, suit, cost, expense or cause of action:
 - a. By a person or entity seeking recovery or asserting rights arising out of, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an "assault and/or battery" or a physical altercation; or
 - b. By a person or entity seeking recovery for emotional distress, loss of society, services, consortium and/or income, reimbursement for expenses (including but not limited to medical expenses, hospital expenses, and wages), arising out of, caused or contributed to by, derived from, contingent upon, or related to a claim by another person for injuries or damages arising out of an "assault and/or battery" or physical altercation; or
 - c. By a person or entity seeking contribution or indemnification for any suit, claim, cost or expenses seeking recovery for or arising out of an "assault and/or battery" or physical altercation; or
 - d. Alleging negligent hiring, placement, training or supervision, or allegations of any act, error, or omission arising out of or relating to an "assault and/or battery" or physical altercation on or from the designated premises; or
 - e. Alleging failure to provide proper security or safe premises to any person injured in an "assault and/or battery" or physical altercation.
4. We are under no duty to defend any insured in any "suit" alleging a cause of action, claim, suit, cost or expense excluded by the above and/or alleging an "assault and/or battery" or physical altercation.
5. Exclusion a. under Paragraph 2, Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:

This insurance does not apply to:

 - a. Expected or intended injury
 - (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured; or
 - (2) Arising out of an "assault and/or battery", including any "assault and/or battery" involving a firearm, provoked or unprovoked, or out of any act or omission in connection with prevention or suppression of an "assault and/or battery", committed by any insured or an employee or agent of the insured.

B. Assault and/or Battery Limited Liability Coverage

1. Insuring Agreement

- a. We will pay those sums above the amount of the Deductible that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal and advertising injury" or "injury", as defined in the respective coverage forms, arising out of, resulting from, or in connection with damages included within the "assault and/or battery" and not otherwise excluded.
- b. We have the right and duty to defend an insured against any claim or "suit" seeking those damages. However, we will have no duty to defend an insured against any claim or "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages and "claims expenses" may be subject to a Deductible if indicated in the Declarations or on a specific deductible endorsement, and is limited as described in the Declarations; and
 - (2) Our right and duty to defend ends when we have exhausted the applicable Limits of Insurance in the payment of judgments, settlements or the "claims expenses".
- c. This insurance applies to the "assault and/or battery" only if:
 - (1) The "assault and/or battery" takes place in the "coverage territory"; and
 - (2) The "assault and/or battery" occurs during the policy period; and
 - (3) Damages are as a result of the "assault and/or battery", including damages claimed by any person or organization for care, loss of services or death resulting at any time from the "assault and/or battery".

No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

Insurance provided under this endorsement does not apply and there is no coverage for and no duty to defend any "suit" seeking injury or damage arising out of:

- a. "Assault and/or battery" arising out of negligent employment, investigation, hiring supervision, training, or retention of any person
- b. The selling, servicing, or furnishing of alcoholic beverages which results in "assault and/or battery"
- c. Contractual Liability – "Bodily injury", "property damage", "personal and advertising injury", "damages" or "injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.
- d. Employer's Liability – "Assault and/or battery", "bodily injury" or "personal and advertising injury" to:
 - (1) Any of your "employees" arising out of and in the course of:
 - (a) Employment by you;
 - (b) Performing duties related to the conduct of your business; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above. This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the "injury".
- e. Workers' Compensation and Similar Laws – Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

- f. Capacity Other than Named Insured – Any claim or “suit” directly or indirectly arising from your activities as an “executive officer”, partner, member, manager, or director of any entity, company, or business other than that of the Named Insured.
- g. Punitive Damages – Any claim or “suit” for punitive, non-compensatory, exemplary or statutory damages.
- h. Corporal Punishment – Any claim or “suit” arising out of corporal punishment.
- i. Non-Cumulation – Any claim or “suit” covered under any other coverage forms or endorsements included in this policy.

3. Who is an Insured

- a. Each of the following is an insured under this endorsement to the extent set forth below:
 - (1) If the Named Insured is designated in the Declarations as an individual, the person so designated, but only with respect to the conduct of a business of which that person is the sole proprietor, and the spouse of the Named Insured with respect to the conduct of your business.
 - (2) If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated, and any partner or member are also insureds, but only with respect to the conduct of your business.
 - (3) If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (4) If the Named Insured is designated in the Declarations as a limited liability company, your members are also insured, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (5) Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for “assault and/or battery”, “bodily injury” or “personal and advertising injury”:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the “injury” described in paragraphs (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- b. For purposes of this endorsement an insured does not include any person who participated in or knowingly allowed or directed any “assault and/or battery”.

4. Limits of Liability

- a. The most we will pay for all damages arising out of “assault and/or battery” in any policy period is \$25,000 Each Occurrence and \$50,000 Aggregate unless otherwise stated in the Declarations.
- b. The “Assault and/or Battery” Aggregate Limit in the Declarations is part of the General Aggregate Limit or Aggregate shown in the policy Declarations. Any damages paid under the coverage provided by this endorsement will reduce the General Aggregate Limit or Aggregate shown in the policy Declarations.

- c. Regardless of the number of insureds under this policy, our liability is limited as follows:

The limit of insurance in the Declarations as applicable to each occurrence is the most we will pay for all damages because of "bodily injury", "property damage", "personal and advertising injury", "injury" or damages arising out of "assault and/or battery", regardless of the number of insureds, persons injured, claims made, suits brought or persons or organizations making claims or bringing "suits". The limit of insurance stated above as "Assault and/or Battery" Aggregate, subject to the above provision regarding each occurrence, is the total limit of insurance under this coverage for all damages in any policy period.

- d. With respect to the "Assault and/or Battery" Per Occurrence Limit in the Declarations, all actions related to an "assault and/or battery" by an actual or alleged perpetrator or perpetrators, including negligent employment or negligent supervision of such perpetrator or perpetrators, shall be deemed one occurrence, regardless of the number of persons involved, the number of victims or claimants, the number of occurrences or locations involved the number of policies involved, or the period of time during which the acts leading to an "assault and/or battery" took place.
- e. Any amendment of the General Aggregate or Aggregate to apply per location, per project, per occurrence, per insured or any other basis does not apply to the coverage provided under this endorsement.
- f. We shall not be obligated to pay any claim or judgement or to defend any "suit" after the applicable limit of insurance shown has been exhausted.

5. Conditions

For the purposes of this endorsement, the following conditions are added:

- a. Excess Coverage

If there is other valid and collectible insurance available to an insured for damages covered under this endorsement, this insurance is excess over such other insurance.

- b. Multiple Policies or Coverage Parts Issued by Us or Any Affiliate

(3) It is our stated intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit". Should the circumstances of any claim or "suit" give rise to such duplication or overlap of coverage then, notwithstanding the other insurance provision, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same "assault and/or battery", the maximum limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit of insurance under any one coverage part or policy.

C. Definitions

The following definitions are added to Section V – Definitions of the Commercial General Liability Coverage form:

1. "Assault and/or battery" means:

- a. Any attempt or threat to inflict "injury" to another person or to the property of another person, including any conduct or action that would reasonably place such person in apprehension of such "injury"; or
- b. The intentional or reckless physical contact with or any use of force against a person without his or her consent that results in "injury" or offensive or abusive touching, whether or not the actual "injury" inflicted was intended or expected. The use of force includes, but is not limited to, the use of a weapon.

2. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services, or loss of support

3. "Claims expenses" means:

- a. Reasonable and customary fees charged by an attorney(s) designated and agreed by the Company; and
- b. All Supplementary Payments as defined herein and incurred under this coverage form; and

- c. All other fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a Claim, if incurred by the Company, or by the Insured with the written consent of the Company.

Claims expenses does not include any salary, overhead, or other charges by the Insured for any time spent in cooperating in the defense and investigation of any Claim or circumstance which might lead to a Claim notified under this insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above-mentioned Policy, other than as above stated

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ATTENDANCE LIMITATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “bodily injury” or “personal and advertising injury” to any special event in which the estimated attendance or capacity of the premises is more than **[number]** persons, are excluded from this policy unless specifically declared and endorsed hereon prior to the commencement of the special event.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operation(s):

Activist Rallies,
Airsoft Gun Events or Gatherings
Marches or Literature Distribution;
Airshow or Aircraft Events;
Event or Show at an exotic / adult venue;
Events with fire performers;
Bicycle Rallies, Races, and Events;
Childcare provided on premise;
Color or Foam Parties;
Events or Shows taking place at secret venues;
Food Eating Contests;
Fraternity and/or Sorority Events;
Go Kart Races;
Gun and/or Knife Shows;
Haunted Forest and/or Houses/Attractions;
Hang gliding, Parachuting, Parasailing & SkyDiving;
Hay Rides;
Heads of State Events;
High School Grad Night;
Hot Air Balloon Rides/Events;
Hypnotist;
In or On Water Activities;
Instructional Classes involving Driver Education or Flying;
Laser Tag;
Medical Examinations and/or Vaccinations;
Mosh Pits;

Motorsports, including but not limited to Auto, Aircraft, Watercraft and/or Motorcycle Races;
New Year's Party;
Night Club Shows;
Overnight Camping and Retreats;
Paintball;
Professional Sports;
Pumpkin Chunkin Events;
Raves or Rave Like Events or Shows;
Reality TV Shows;
Renaissance Fairs/Festivals;
Re-Enactments;
Rodeo and Roping Events;
Skateboarding;
Roller Derby & Roller-Skating Events;
Ski Events;
Slam Dancing;
Swimming and/or use of Pool Facilities;
Tailgating Events;
Tobogganing;
Tractor Pulls;
Triathlons;
Wall and/or Rock Climbing;
War Games/Re-enactments;
Water Events; and
Water Slides

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY**, and **SECTION I - COVERAGE C – MEDICAL PAYEMENTS**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or expenses for "bodily injury" arising out of the activities described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

All other Terms and Conditions of the Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RIOT, CIVIL COMMOTION OR MOB ACTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. Exclusions of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

Food and/or Beverages (not including liquor or alcohol)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph a. of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 21 16 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Professional Services
1. Any and all professional services of the insured, their vendors, contractors, and concessionaires in respects to their operations in this policy.
2.
3.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

With respect to any professional services shown in the Schedule, the following exclusion is added to Paragraph 2. Exclusions of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. Exclusions of **Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW OR NON-COMPLIANCE WITH OCCUPANCY LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and Paragraph 2. **Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

1. Any claim or “suit” against the insured for “bodily injury, “property damage” and “personal and advertising injury” arising out of the non-compliance or violation of any state or local laws, rules, regulations, ordinances, or restrictions governing the limit of occupants at any venue, building, or structure that is primarily occupied by the insured and their event described on the Declarations Page of this policy.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claims, “suit”, demand, fine, or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury”, “property damage”, and “personal and advertising injury” to which this endorsement applies.

All other terms and conditions of this policy remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LIMITED LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF LIABILITY	COVERAGE
\$ _____ Each Claim	Participant Liability
\$ _____ Aggregate	

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

The word “insured” means any person or organization qualifying as such under item **3. Who Is An Insured** of this endorsement.

Except as provided by this endorsement, this insurance does not apply to:

1. “Bodily injury” or “damages” to “participant(s),” even if no insured was directly involved with providing instruction, supervision or training when “bodily injury” or “damages” occurred;
2. “Bodily injury” or “damages” to “participant(s)” to whom any insured provided equipment or supplies without providing any other services; or
3. “Bodily injury” or “damages” to “participants” arising from negligence or other wrongdoing in employing, supervising, training or hiring of a person for whom any insured is or ever was legally responsible as an employer, or in any other capacity.

We will have no duty to defend any “suit” against any insured seeking “damages” as a consequence of any such injury unless coverage is provided by this endorsement.

With respect to “participant” liability, the coverage is described below:

INSURING AGREEMENT

For the premium shown below, we agree to afford coverage with respect to “participant” liability only as indicated on this endorsement and subject to the provisions as set forth in this endorsement at liability limits of \$25,000 Each Claim and \$50,000 Aggregate unless otherwise stated in the above **SCHEDULE**:

1. Coverages—Participant Liability

We will pay on your behalf all sums which any insured shall become legally obligated to pay as damages because of “bodily injury” or “damages” to any person arising out of “participant” liability, that takes place during the policy period.

We will have the right and duty to defend any “suit” against any insured seeking such “damages,” even if any of the allegations of the “suit” are groundless, false or fraudulent and may make such investigation and such settlement of any claim or “suit” as we deem expedient, but we shall not be obligated to pay any claim or judgment or to defend any “suit” after the applicable Limits of Liability shown in this endorsement have been exhausted. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply.

2. Exclusions

This coverage form does not apply to:

- a. Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;
- b. “Participant” liability to:
 - (1) Any of your “employees” arising out of and in the course of:
 - (a) Employment by any insured;
 - (b) Performing duties related to the conduct of the business of any insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured 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;
- c. Any loss or claim either directly or indirectly arising from the activities of any insured as an officer or director of any corporation, company or business other than that of the Named Insured;
- d. Any claim for punitive or exemplary damages; or
- e. “Brain injuries” sustained by any “participant.”

3. Who Is An Insured

Each of the following is an insured under this insurance to the extent set forth below:

- a. If the Named Insured is designated in the Declarations as an individual, the person so designated, but only with respect to the conduct of a business of which that person is the sole owner, and the spouse of the Named Insured with respect to the conduct of such a business.
- b. If the Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member are also insureds, but only with respect to the conduct of your business.
- c. If the Named Insured is designated in the Declarations as other than an individual, partnership or joint venture, or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- d. If the Named Insured is designated in the Declarations as a limited liability company, your members are also insured, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- e. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Participant" liability:

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

4. Limits Of Liability

Regardless of the number of insureds under this policy, our liability is limited as follows:

- a.** The Limit of Liability stated in this endorsement as applicable to each claim is the most we will pay for all "damages" arising out of "bodily injury" because of "participant" liability, regardless of the number of insureds, persons injured, claims made or "suits" brought or persons or organizations making claims or bringing "suits."
- b.** The Aggregate Limit of Liability stated in the schedule, subject to the above provision regarding each claim, is the total limit of our liability under this coverage for all "damages" in any policy period.

5. Other Insurance

If there is other valid and collectible insurance available to any insured for "damages" covered under this endorsement, this insurance is excess over such insurance.

6. Definitions

"Brain injuries" includes concussions, Chronic Traumatic Encephalopathy (CTE) or any other injury to the brain as well as any symptoms, conditions, disorders or diseases resulting therefrom.

"Damages" means a monetary judgment, award, or settlement, including damages for death, which are payable because of injury to which this insurance applies. However, damages do not include criminal restitution.

"Damages" shall not include:

- a.** Amounts paid to you as fees or expenses for services performed which are to be reimbursed or discharged as a part of the judgment or settlement; or
- b.** Judgments or awards arising from acts deemed uninsurable by law.

"Leisure sports or recreational athletic activities" means all recreational pursuits including, but not limited to, camping, orienteering, rock climbing, rappelling, bungee trampolines, slack-lining, trail running, snowshoeing, backpacking, hiking, walking tours, Segway riding, cross country skiing, alpine skiing, off-piste skiing, snowboarding, horseback riding, dogsledding, dog training, axe

throwing, fishing, hunting, biking, Frisbee golf, ultimate Frisbee, wakeboarding, kiteboarding, surfing, boogie boarding, wind- surfing, stand-up paddle boarding, canoeing, kayaking, rowing, sailing, snorkeling, scuba diving, open water swimming, skateboarding and land paddling.

“Participant(s)” means any person while practicing, instructing, supervising, coaching, officiating, training, preparing for, or participating in any parade activity, or bicycle, running or walking races, activity, or event including, but not limited to, any practice session, elimination or competition event, or in any physical exercise, game, sport, contest, race, exhibition, demonstration, performance or show

SPECIMEN

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

COVERAGE B (Section I) does not apply and none of the references to it in the Coverage Part apply.

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

SPECIMEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE – OPTIONAL ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. It is agreed that the special event(s) specified on the schedule in the **LIMITED SPECIAL EVENTS AND ADDITIONAL INSURED COVERAGE – SCHEDULE** endorsement, is added to the policy, but coverage is only afforded for “bodily injury”, “property damage” or “personal and advertising injury” which occurs at the location(s) on the date(s) specified on the **PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE – OPTIONAL ADDITIONAL INSURED– SCHEDULE** endorsement.
- B. This limited special event coverage does not apply to any “bodily injury”, “property damage”, “personal and advertising injury”, loss, claims, demands or “suits” arising directly or indirectly out of, or related to, or, in any way involving any
1. “Occurrence” which does not take place on the designated date(s) specified in the Schedule;
 2. Activity that would not normally be permitted at the insured’s designated premises;
 3. On-site or on-premises consumption of “cannabis” or “cannabis products” at the event;
 4. Damage to the property of or any type of injury to, any entertainer, stage hand, crew or independent contractor while participating in, setting up, taking down or who is a part of any demonstration, exhibition, contest, competition, show, race, rodeo, performance, game or other activity;
 5. Aircraft, “unmanned aircraft”, aircraft landing strips, runways or any aircraft landing and/or takeoff area, passenger carrying balloons, automobiles or motorized land vehicles of any type;
 6. Riot, civil commotion, unrest or mob action, or any act or omission in connection with the prevention or suppression of a riot, civil commotion, unrest or mob action;
 7. “Assault and/or battery”
 8. Mechanical rides, pits, rings, props, or slides;
 9. Docks, piers or wharves;
 10. Use of any pyrotechnic devices, lasers or other similar apparatus or devices;
 11. Failure of the insured to meet any safety codes, fire codes or ordinance with respect to ingress or egress accessibility, lighting, directions, signs, or displays relating to premises emergency exits;
 12. Failure of the insured to provide access to any premises’ emergency exits;
 13. Negligent hiring, employment, training, supervision, or retention of any insured, employee, agent or other person with respect to items 1. through 12. above;
 14. Reporting or failure to report to the proper authorities.
- C. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the **PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE – OPTIONAL ADDITIONAL INSURED– SCHEDULE** endorsement, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf in connection with the lease, rent, maintenance or use of that part of the event premises leased, reserved, rented or otherwise used by you and shown in the **PERFORMER OR VENDOR LIMITED LIABILITY COVERAGE – OPTIONAL ADDITIONAL INSURED– SCHEDULE** endorsement and for the period of time specified therein subject to the following additional exclusions:

COMMERCIAL GENERAL LIABILITY
BLZ GL 247 02 24

This insurance does not apply to any "bodily injury", "property damage" or "personal and advertising injury", loss, claims, demands or "suits" arising directly or indirectly out of, related to, or, in any way involving any:

1. "Occurrence" which does not take place on the designated date(s) specified in the Schedule above;
2. On-site or on-premises consumption of "cannabis" or "cannabis products" at the event;
3. The sole negligence of the Additional Insured or any employees of the Additional Insured; or
4. Any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

However:

1. The insurance afforded to such additional insured is never broader than the Named Insured, and all exclusions barring coverage for any qualifying Named Insured also apply to bar coverage to such additional insured;
2. The insurance afforded to such additional insured only applies to the extent permitted by law; and
3. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

Whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PERFORMER OR VENDOR LIMITED LIABILITY
COVERAGE – OPTIONAL ADDITIONAL INSURED -
SCHEDULE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Number:	Named Insured:		
Event Name:		Event Date(s):	
Description/Type of Event:			
Event Address:			
Designation of Event Premises (Part used by Named Insured):			
Name of Person(s) or Organization(s) for Additional Insured status (if applicable):			

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):
Name Of Person(s) Or Organization(s) (Additional Insured):
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.