

CPO CONSTRUCTION
ARTIST INSURANCE REQUIREMENT GUIDANCE BY PHASES

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| Involvement | Insurance Requirements |
|--|---|
| Meetings @ MS Teams | <p>No Insurance Requirements</p> <p>However, Artist needs to be under contract and working on providing Commercial General Liability, Auto, Employer Liability.</p> |
| Conceptual Design Offsite – by Artist | <p>Letter of Coverage Capability – Artist may provide a letter/email that says they have ability to insure the project.</p> <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Unless not on site then proof of personal insurance. To be determined project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt.</p> |
| Final Design Offsite - By Artist or Professional Architect or Engineer | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Unless not on site then proof of personal insurance. To be determined project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt.</p> <p>Professional Liability (Errors & Omissions) - Insurance shall be provided in an amount not less than <u>\$1M</u> per claim or wrongful act and <u>\$2M</u> in the policy aggregate on a practice policy to cover the ARTIST and its employees. \$1M per claim for wrongful claim in the policy aggregate. (If hired/paid by Artist)</p> |
| Meetings or Site Walks @Port | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Unless not on site then proof of personal insurance. To be determined project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt.</p> |

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| Fabrication (Offsite) – by Artist or Subcontractor | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$1M per occurrence for all commercial driving for materials of the project, \$300,000 per occurrence for all other driving. Unless not on site then proof of personal insurance. To be determined project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt.</p> <p>Industrial Insurance – Proof of WA Dept. Labor & Industries artist workers compensation account prior to commencing work. Includes sub-contractors.</p> |
| Delivered – by Artist | Artist carries coverage. |
| Delivered – by Contractor | <p>Contractor carries coverage.</p> <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$1M per occurrence for all commercial driving for materials of the project, \$300,000 per occurrence for all other driving. Unless not on site then proof of personal insurance. To be determined project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt.</p> |
| Art Stored @Port | |
| Art Stored @offsite | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$1M per occurrence for all commercial driving for materials of the project, \$300,000 per occurrence for all other driving. Unless not on site then proof of personal insurance. To be determined project to project.</p> |

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| | <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> |
| Art Installation – By Artist | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate. Includes Completed Operations for 1 year. Certificate of Insurance (COI) as evidence of coverage shall be provided by means of a Certificate of Insurance and additional insured endorsement during the 1-year time frame.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> <p>Completed work Coverage – Certificate of Insurance (COI) as evidence of coverage shall be provided by means of a Certificate of Insurance and additional insured endorsement during this time frame.</p> |
| Art Installation – By Contractor (If hired/paid by Artist) | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate. Includes Completed Operations for 1 year. Certificate of Insurance (COI) as evidence of coverage shall be provided by means of a Certificate of Insurance and additional insured endorsement during the 1-year time frame.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> |
| Installation – by PCS | Port Coverage |
| Installation - Artist Oversight | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Proof of personal insurance accepted. To be decided project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> |

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| Close Out | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Proof of personal insurance accepted. To be decided project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> |
| Insurance Requirement through Substantial Completion (Unless Completed Operations Coverage Required, 1-year after installation/substantial completion) | <p>Commercial General Liability insurance for third party property damage, bodily injury, personal and advertising injury, and medical payments in an amount which is not less than <u>\$1M</u> per occurrence and <u>\$2M</u> annual aggregate.</p> <p>Automobile Liability Insurance – Personal Policy okay. Limit not less than \$300,000 per occurrence. Proof of personal insurance accepted. To be decided project to project.</p> <p>Employer Liability Insurance – If ARTIST is a sole proprietor, artist may be exempt</p> |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|------------------------|-------------------------------|------------------------|
| PRODUCER | CONTACT NAME: | |
| | PHONE (A/C, No. Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | PRODUCER CUSTOMER ID #: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| INSURED Artist Name | INSURER A: | Insurance Company Name |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------------------|----------|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ \$2,000,000 |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ \$4,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG \$ \$4,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | \$ |
| | <input type="checkbox"/> NON-OWNED AUTOS | | | | | | \$ |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ |
| | DEDUCTIBLE | | | | | | \$ |
| | RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATUTORY LIMITS OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N | N / A | | | | E.L. EACH ACCIDENT \$ \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ \$500,000 |
| | Contractor Professional Liability Completed Work Coverage | | | | | | \$0,000,000 per claim \$0,000,000 aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

FA-xxxxxxx / Project Name / Port Location / Overview of scope of work.

CERTIFICATE HOLDER**CANCELLATION**

Port of Seattle
17900 International Blvd.
Suite 400c
SeaTac WA 98188

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SEPTEMBER 27, 2024

Welcome to The Hartford

Policy Number: [REDACTED]

We and USAA INSURANCE AGENCY INC/PHS thank you for your business. We look forward to providing you with exceptional customer service in the years to come.

HERE'S YOUR NEW POLICY

Enclosed is your new business insurance policy. It includes forms, notices, disclosures and other important information about your coverage. In some cases, you may have paperwork that requires your special attention. If so, you'll see those documents packaged together right after this letter.

WHAT TO DO NEXT

Want a digital version of your policy? We make it easy. You can download a copy instantly when you access your account online. Plus, you'll also be able to quickly and easily do things like:

- Pay bills
- Request certificates of insurance
- Change coverage

Visit <https://business.thehartford.com> to get started today.

Thank you,

Your Customer Service Team from The Hartford

HOW TO REACH US

If you have questions, you can reach The Hartford the following ways:

ONLINE BY VISITING

<https://business.thehartford.com>

POLICY QUESTIONS

1-888-242-1430,
Monday - Friday
7 a.m. - 7 p.m. CT

24 HOUR CLAIMS HOTLINE

1-800-327-3636, always open

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



IMPORTANT NOTICE TO POLICYHOLDERS

Enclosed is your spectrum policy from The Hartford. We are providing you with a complete set of policy forms, notices and brochures. In the interest of paper conservation and to reduce expenses, at renewal of this policy we will be providing you only with those documents which have changed from those now being provided. You should retain all of these documents indefinitely so that you will have a complete set of policy forms at all times for your reference.

If you have questions, or if at any time you need copies of any of the forms listed on your policy you may access them by registering for access to the customer service portal at business.TheHartford.com. You may also request them by calling your Hartford agent or broker, or the office of the Hartford identified on your policy, as appropriate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---|
| PRODUCER USAA INSURANCE AGENCY INC/PHS 65812845 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251 | CONTACT NAME: | |
| | PHONE (888) 242-1430 (A/C, No, Ext): | FAX (888) 443-6112 (A/C, No): |
| INSURED [REDACTED] | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC# | |
| | INSURER A : Property and Casualty Insurance Company of Hartford | 34690 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| INSURER E : | | |
| INSURER F : | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/Y YYYY) | LIMITS | |
|----------|---|--------------------------|-------------------|---------------|-------------------------|---------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY | | | [REDACTED] | 09/28/2024 | 09/28/2025 | EACH OCCURRENCE | \$1,000,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | <input checked="" type="checkbox"/> General Liability | | | | | | MED EXP (Any one person) | \$10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | ALL OWNED AUTOS | <input type="checkbox"/> | SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | |
| | HIRED AUTOS | <input type="checkbox"/> | NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) | |
| | | <input type="checkbox"/> | | | | | | |
| | UMBRELLA LIAB EXCESS LIAB | | | | | | EACH OCCURRENCE | |
| | <input type="checkbox"/> | <input type="checkbox"/> | OCCUR CLAIMS-MADE | | | | AGGREGATE | |
| | DED | RETENTION \$ | | | | | | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | [REDACTED] | 09/28/2024 | 09/28/2025 | PER STATUTE | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> | Y/N | | | | E.L. EACH ACCIDENT | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/ A | | | | E.L. DISEASE -EA EMPLOYEE | |
| | Professional Liability | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | | | | | | | Each Claim Limit | \$100,000 |
| | | | | | | | Aggregate Limit | \$100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:

1. A panel of third party incident response service providers
2. Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
3. Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators
4. White papers, blogs and webinars from leading privacy and security practitioners
5. Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy

1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952689
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:

The Hartford offers a variety of endorsements to your business owner's policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:

If you have a claim, you can report it by calling The Hartford's toll-free claims line at **1-800-327-3636**.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:

1. The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
2. Registration is required to access the Cyber Center. You may register as many users as necessary.
3. Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers' services and the fitness or adequacy of such services for your particular needs.



BUSINESS OWNER'S POLICY



Declarations: Business Owner's Policy

Policy Number: [REDACTED]

Policy Period: 09/28/2024 to 09/28/2025, 12:01 a.m., Standard time at your mailing address shown here. Exception: 12 noon in New Hampshire.

Insurer:

Property and Casualty Insurance Company of Hartford, a property and casualty company of The Hartford.

One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

[REDACTED]

Type of Business: Graphic Artists & Designers

Name of Agency/Broker:

USAA INSURANCE AGENCY
INC/PHS
9800 FREDERICKSBURG ROAD
SAN ANTONIO, TX 782880001

Offered Through:

USAA

USAA Member Number:

[REDACTED]

Code: [REDACTED]

Previous Policy Number:

New

Organization Type: Individual

Audit Period: Non-Auditable

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL PREMIUM:

\$647*

Total Premium includes the premium for all Coverage Parts issued to you in this policy, as well as any companion policies delivered with this policy. Total Premium includes any applicable fees and surcharges. Total Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

Countersigned by: *Susan L. Castaneda*

09/27/2024

Authorized Representative

Date

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.



Declarations: Business Owner's Policy

A Business Owner's Policy typically covers property and business liability risks. Generally, Property insurance pays you if a covered cause of loss damages property that you own, rent or lease. Business liability insurance pays in certain cases where something you do or something you own causes injury or damage to someone else, or someone else's property. Please see the coverages and limits described in your Declarations for details regarding the insurance you purchased.



Glossary of Terms*

| TERM | DEFINITION |
|--------------------|--|
| Audit Period | Your Policy period, which may be auditable or non-auditable. If your Policy is auditable, we will examine your business records to determine actual exposures for final premium calculation. |
| Base Coverage Form | Each Coverage Part has a form that explains, generally, what is and is not covered. This is the first building block of the Coverage Part. All other forms directly or indirectly modify the Base Coverage Form and are attached to it. |
| Coverage Part | A section of the Policy for a particular coverage. Unless otherwise stated in a specific Coverage Part, a Coverage Part consists of a Declarations page, a Base Coverage Form, all forms that modify the Base Coverage Form, and other forms applicable to the Coverage Part or the entire Policy. |
| Declarations | The part of the insurance contract that specifies the named insured, address, policy period, covered locations, limits of insurance and other key information such as forms applicable to the Coverage Part. |
| Policy | A contract between you and us to provide you with certain insurance coverages. Your Spectrum Business Owner's Policy consists of all Coverage Parts and forms common to some or all Coverage Parts. |

*The terms and definitions contained in the Glossary of Terms are provided to help you better understand your Business Owners Policy and how it is constructed. These terms and definitions are not definitions that apply to any Coverage Part or Policy you have purchased and should not be construed as such. Please refer to the applicable provisions in your coverage parts or policies for complete details of the defined terms, including but not limited to the applicable Definitions section of such Coverage Part or Policy.



Declarations: Locations and Location-Based Coverages

Here's how your Business Owner's insurance coverage and limits apply to your business locations (LOC). If you have more than one location or building (BLDG), we break out your coverage and limits separately for each LOC.

LOC 1, BLDG 1

Class: Graphic Artists & Designers

Location: [REDACTED]

LOC 1, BLDG 1: LOCATION-BASED COVERAGES AND FEATURES

LIMIT OF INSURANCE

No property coverage at this location

LOC 1, BLDG 2

Class: School - Fine Art

Location: [REDACTED]

LOC 1, BLDG 2: LOCATION-BASED COVERAGES AND FEATURES

LIMIT OF INSURANCE

No property coverage at this location



Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

| FORM NUMBER | FORM NAME | LIMIT OF INSURANCE |
|---|--|-----------------------|
| [REDACTED] | BUSINESS LIABILITY COVERAGE FORM | |
| | Damage To Premises Rented To You Limit | \$1,000,000 |
| | General Aggregate Limit | \$2,000,000 |
| | Liability and Medical Expenses Limit | \$1,000,000 |
| | Medical Expenses Limit | \$10,000 |
| | Personal and Advertising Injury Limit | \$1,000,000 |
| | Products-Completed Operations Aggregate Limit | \$2,000,000 |
| | Property Damage Liability Deductible | No Deductible |
| ADDITIONAL BUSINESS LIABILITY COVERAGES | | |
| [REDACTED] | ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION | |
| [REDACTED] | BLANKET ADDITIONAL INSURED BY CONTRACT | Included ¹ |
| [REDACTED] | WAIVER OF SUBROGATION | See schedule below |

¹Included in Business Liability Limit(s)

| BUSINESS LIABILITY SCHEDULES | | | |
|------------------------------|-----------------------|-----------------|---|
| Form Number | Form Name | Description | Additional Details |
| [REDACTED] | WAIVER OF SUBROGATION | Port Of Seattle | Location: PO Box 68727, Seattle, WA 98168 |

| ADDITIONAL INSURED SCHEDULES | | | |
|------------------------------|--|--|----------|
| Form Number | Form Name | Additional Insured Name and Address | Location |
| [REDACTED] | ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION | Port Of Seattle PO Box 68727, Seattle, WA 98168 | N/A |

| ALL OTHER BUSINESS LIABILITY FORMS | |
|------------------------------------|---|
| Form Number | Form Name |
| [REDACTED] | ABSOLUTE LEAD EXCLUSION |
| [REDACTED] | EXCLUSION - FUNGI, BACTERIA AND VIRUSES |
| [REDACTED] | EXCLUSION - NUCLEAR ENERGY LIABILITY |
| [REDACTED] | EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) |
| [REDACTED] | EXCLUSION - SEXUAL ABUSE OR MOLESTATION (TEXAS) |
| [REDACTED] | EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM |
| [REDACTED] | IMPORTANT NOTICE TO POLICYHOLDERS - EXCLUSION - SILICA - TEXAS |
| [REDACTED] | IMPORTANT NOTICE TO POLICYHOLDERS - ASBESTOS HAZARD EXCLUSION - TEXAS |



Declarations: Business Liability Coverage Part

CONTINUED

ALL OTHER BUSINESS LIABILITY FORMS

| Form Number | Form Name |
|-------------|--|
| ██████████ | TEXAS CHANGES - BUSINESS LIABILITY COVERAGE FORM |

BUSINESS LIABILITY COVERAGE PREMIUM:

\$193*

* Price is subject to fees and surcharges. For more details, refer to Page 7



Declarations: Other Liability Coverages

Your policy also includes the following additional liability Coverage Parts or policies. Please see the applicable Declaration form for details.

| DECLARATION FORM NUMBER | COVERAGE NAME | PREMIUM |
|-------------------------|--|----------|
| | Employment Practices Liability Insurance | Included |
| | Professional Liability | \$275 |



Declarations: Common Forms

Your policy includes the Common Forms listed below. These forms apply to all Coverage Parts on your policy.

| FORM NUMBER | FORM NAME |
|-------------|---|
| | COMMON POLICY CONDITIONS |
| | DECLARATIONS: BUSINESS OWNER'S POLICY |
| | DISCLOSURE - CAP ON LOSSES - TERRORISM RISK INSURANCE ACT |
| | GOODS AND SERVICES ENDORSEMENT |
| | IMPORTANT NOTICE - TEXAS |
| | IMPORTANT NOTICE TO POLICYHOLDER'S |
| | IMPORTANT NOTICE TO POLICYHOLDERS THE HARTFORD CYBER CENTER WEBSITE ACCESS |
| | INSURANCE POLICY BILLING INFORMATION |
| | LOSS REPORTING FOR THE USAA BUSINESS INSURANCE PROGRAM |
| | PRODUCER COMPENSATION NOTICE |
| | SPECTRUM BUSINESS OWNER'S POLICY JACKET |
| | TEXAS CHANGES - COMMON POLICY CONDITIONS |
| | TRADE OR ECONOMIC SANCTIONS ENDORSEMENT |
| | US DEPARTMENT OF THE TREASURY, OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE TO POLICYHOLDERS |



Declarations: Other Charges

States laws and regulations may require you to pay taxes, fees, surcharges or other costs. We've listed those charges below

| DESCRIPTION | COST |
|-----------------------|-------|
| Other Premiums | |
| Policy Base Premium | \$118 |
| Terrorism Premium | \$7 |



Declarations: Professional Liability Coverage Part

NOTICE: COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND WHICH HAVE BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

This Declarations Page, with Common Policy Conditions, Professional Liability Coverage Form and Endorsements, if any, issued to form a part thereof, shall together constitute this Professional Liability Coverage Part which in turn forms a part of the Policy Number shown below.

The Nuclear Energy Liability Exclusion (Form SL 20 06) of the Policy to which this Coverage Part is attached also applies to this Coverage Part.

Policy Number: [REDACTED]

Policy Period

Effective Date: 09/28/2024

Expiration Date: 09/28/2025

12:01 A.M., Standard time at the address of the named insured as stated herein.

Insurer:

Property and Casualty Insurance Company of Hartford
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address: Kyle Olson

611 DALE DR
[REDACTED]

Named Insured Is: [REDACTED]

PREMIUM:

\$275

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.

CONTINUED

Form: SL 50 00 10 18
Process Date: 09/27/2024
Policy Expiration Date: 09/28/2025





Declarations: Professional Liability Coverage Part

CONTINUED

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein.

EFFECTIVE DATE: 09/28/2024

EXPIRATION DATE: 09/28/2025

| | |
|--|---|
| LIMITS OF LIABILITY INSURANCE EACH CLAIM LIMIT: \$100,000 AGGREGATE LIMIT: \$100,000 CLAIM EXPENSE EACH CLAIM LIMIT: \$No Coverage CLAIM EXPENSE AGGREGATE LIMIT: \$No Coverage | SUBPOENA ASSISTANCE CLAIM EXPENSE SUB-LIMIT: \$25,000 DISCIPLINARY PROCEEDINGS CLAIM EXPENSE SUB-LIMIT: \$25,000 |
| RETROACTIVE DATE: 09/28/2024 If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part. | DEDUCTIBLE: \$1,000 Each Claim Deductible |

Form Numbers of Forms and Endorsements that apply:

FORM NUMBER

SC 00 00 10 18
SL 20 06 10 18
SL 50 49 10 18

FORM NAME

COMMON POLICY CONDITIONS
EXCLUSION – NUCLEAR ENERGY LIABILITY
PROFESSIONAL SERVICES ENDORSEMENT- GRAPHIC ARTISTS
AND DESIGNERS
TEXAS AMENDATORY ENDORSEMENT - PROFESSIONAL
LIABILITY
PROFESSIONAL LIABILITY DECLARATIONS
PROFESSIONAL LIABILITY COVERAGE FORM

SL 50 28 10 18

SL 50 00 10 18
SL 50 45 10 18

Countersigned by:

Susan L. Castaneda

09/27/2024

Authorized Representative

Date



Declarations: Employment Practices Liability Coverage Part

COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

This Declarations Page, with Common Policy Conditions, Employment Practices Liability Coverage Form and Endorsements, if any, shall together constitute this Employment Practices Liability Coverage Part, which in turn forms a part of the Policy Number shown below.

The Nuclear Energy Liability Exclusion (Form SL 20 06) of the Policy to which this Coverage Part is attached also applies to this Coverage Part.

Policy Number: [REDACTED]

Policy Period

Effective date: 09/28/2024

Expiration date: 09/28/2025

12:01 A.M., Standard time at the address of the named insured as stated herein. 12 noon in New Hampshire.

Insurer:

Property and Casualty Insurance Company of Hartford
One Hartford Plaza, Hartford, CT 06155

Named Insured and Mailing Address:

[REDACTED]

PREMIUM:

Included

This Spectrum® Business Owner's Policy consists of the Declarations, Coverage Forms, Coverage Parts, Common Policy Conditions and any other Forms and endorsements issued to be a part of the Policy. The Hartford® is Hartford Fire Insurance Company and its affiliated property and casualty insurance companies.





Declarations: Employment Practices Liability Coverage Part

POLICY PERIOD

12:01 A.M., Standard time at the address of the named insured as stated herein. Exception: 12 noon in New Hampshire.

EFFECTIVE DATE: 09/28/2024**EXPIRATION DATE:** 09/28/2025**LIMITS OF LIABILITY****EACH CLAIM LIMIT:** \$25,000**ANNUAL AGGREGATE LIMIT:** \$25,000**RETROACTIVE DATE:** 09/28/2024

If no date is entered, the Retroactive Date is the same as the effective date of this Coverage Part.

DEDUCTIBLE: None**Form Numbers of Forms and Endorsements that apply:**

| FORM NUMBER | FORM NAME |
|--------------------|--|
| SL 55 34 10 18 | WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY |
| SL 55 37 10 18 | RETROACTIVE DATE ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY |
| SL 55 59 10 18 | TEXAS NOTICE |
| SL 55 02 10 18 | EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE) |
| SL 55 36 10 18 | THIRD PARTY LIABILITY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY |
| SL 55 43 10 18 | TEXAS AMENDATORY ENDORSEMENT - EMPLOYMENT PRACTICES LIABILITY |
| SL 55 74 10 18 | DECLARATIONS - EMPLOYMENT PRACTICES LIABILITY COVERAGE PART |

Countersigned by:

09/27/2024

Authorized Representative

Date



BUSINESS LIABILITY COVERAGE FORM

READ YOUR POLICY CAREFULLY

QUICK REFERENCE

Beginning On Page

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BUSINESS 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 Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

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

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "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 "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or 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 **D. Liability And Medical Expenses 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, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C. 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.

- (2) 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.

- c. "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 **C. 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.

d. 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".

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

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:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) 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.

3. Coverage Extension - Supplementary Payments

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

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) 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 \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) 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.



- (7) 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.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

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

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) 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";
- (4) 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 interest of the indemnitee;
- (5) 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
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) 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 1.b.(b) of Section B. Exclusions, 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:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

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. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

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 because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" 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 purpose 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:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) 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;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (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 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 (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.



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

f. Pollution

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" 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 paragraph 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 this Coverage Part 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;
 - (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 paragraph 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"; or
 - (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

(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 Exclusion **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 "bodily injury" or "property damage" arises out of 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 Exclusion **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 "bodily injury" or "property damage" arises out of 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 Exclusion **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 51 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 (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** 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 or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

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 or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "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.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

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



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

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

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. 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.

n. 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.

o. 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.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

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

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) 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; or

(16) 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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" 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; or

(2) Damages arising out of 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 such 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 Paragraphs (1) or (2) above.

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

r. Employment-Related Practices

"Bodily injury" or "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, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "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.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

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

"Bodily injury", "property damage", or "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 Transaction 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.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

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 with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. 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, other than that described in **b.** through **e.** below, 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. Employees And Volunteer Workers

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

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such 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. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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. Legal Representative If You Die

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 insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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.

E. LIABILITY AND MEDICAL EXPENSES GENERAL 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. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part 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. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

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

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

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, 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 that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

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.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

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 insurance 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. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy 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 a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

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;

(4) Aircraft, Auto Or Watercraft

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 **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

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

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 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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, 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. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES 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 purpose 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 purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer 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 or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "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 **a.** above;
 - 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 **a.** above;
 - (2) The activities of a person whose home is in the territory described in **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 the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "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:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "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, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - 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. includes that part of any contract or agreement 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.

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

 - (1) 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, designs 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



- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.
13. "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".
14. "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".
15. "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, on which are 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 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 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, of at least 1,000 pounds gross vehicle weight, 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 vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "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 or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means 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.
- 19.** "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 to be 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.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- 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; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "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 "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "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.

- 22.** "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.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "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.
- 26.** "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.



TEXAS CHANGES – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following changes are made to paragraph **2., Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **E., LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS** and similar conditions in any liability endorsement attached to this Coverage Part:

1. The following provision is added:

We will notify the first Named Insured in writing of any:

- (1)** Initial offer to settle a claim made or "suit" brought against the insured under the liability section of this Coverage Part. The notice will be given within 10 days after the date the offer is made.
- (2)** Any settlement of a claim made or "suit" brought against the insured under the liability section of this Coverage Part. The notice will be given within 30 days after the date of the settlement.

2. The following provision is added:

With regard to liability for "bodily injury", "property damage" and "personal and advertising injury", no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit" or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part, unless we are prejudiced by such failure to comply with the requirement.



EXCLUSION – SEXUAL ABUSE OR MOLESTATION (TEXAS)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Paragraph 1. Applicable To Business Liability Coverage Section B., EXCLUSIONS:

This insurance does not apply to any injury or damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part:

- (1) Actual, threatened or attempted "sexual abuse"; or
- (2) Any:
 - (a) Employment of;
 - (b) Investigation of or failure to investigate;
 - (c) Supervision of or failure to supervise;
 - (d) Reporting to the proper authorities of, or failure to so report;
 - (e) Retention of; or
 - (f) Failure to protect others from the conduct of,

any person(s) whose conduct would be excluded by Paragraph (1) above.

B. For purposes of this endorsement, the following definition is added to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

"Sexual abuse" means a lewd, lascivious or sexual act which is committed with the intent to cause harm, including but not limited to:

- a. Sexual intercourse, including but not limited to any kind of sexual penetration, of any bodily orifice or part;
- b. Sexual molestation;
- c. Sexually explicit, sexually oriented, or sexually suggestive language, images, acts or statements;
- d. Inappropriate touching, including but not limited to any, kissing or fondling of any bodily part, including but not limited to genitalia;
- e. Sexual exhibitionism;
- f. Voyeurism; or
- g. Photographic, audio, video or digital recording or the showing of any of the foregoing by any person(s).



ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section B., EXCLUSIONS:

This insurance does not apply to:

1. Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, in whole or in part, the "lead hazard".
2. Any damages, judgments, settlements, loss, costs or expenses that:
 - a. May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred in whole or in part but for the "lead hazard";
 - b. Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others:
 - (1) Identify, abate, test for, sample, monitor, clean up, remove, cover, contain, treat, detoxify, decontaminate, neutralize or mitigate or in any way respond to or assess the effects of a "lead hazard"; or
 - (2) As a result of such effects, repair, replace or improve any property; or
 - c. Arise out of any claim or "suit" for damages because of:
 - (1) Identification of, abatement of, testing for, sampling, monitoring, cleaning up, removing, covering, containing, treating, detoxifying, decontaminating, neutralizing or mitigating or in any way responding to or assessing the effects of a "lead hazard"; or
 - (2) As a result of such effects, repair, replace or improve any property.

B. The following definition is added to Section F., LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

"Lead hazard" means an exposure or threat of exposure to the actual or alleged properties of lead and includes the mere presence or suspected presence of lead in any form or combination.



EXCLUSION - NUCLEAR ENERGY LIABILITY

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. This insurance does not apply:

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

B. As used in this exclusion, the following definitions apply:

1. "Byproduct material", "source material" and "special nuclear material" have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
2. "Computer system and network" means:
 - a. Leased or owned computer hardware including mobile, networked, and data storage computing equipment;
 - b. Owned or licensed software;
 - c. Owned websites;
 - d. Leased or owned wireless input and output devices; and
 - e. Electronic backup facilities and data storage repositories employed in conjunction with 2.a. through 2.d. above.
3. "Hazardous properties" include radioactive, toxic or explosive properties.
4. "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.
5. "Nuclear material" means "byproduct material", "source material" or "special nuclear material".
6. "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.
7. "Property damage" and injury or damage include all forms of radioactive contamination of property.
8. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
9. "Technology services" means:
 - a. The following services performed for others:
 - (1) Consulting, analysis, design, installation, training, maintenance, support and repair of or on: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (2) Integration of systems;
 - (3) Processing of, management of, mining or warehousing of data;
 - (4) Administration, management, operation or hosting of: another party's systems, technology or computer facilities;
 - (5) Website development; website hosting;
 - (6) Internet access services; intranet, extranet or electronic information connectivity services; software application connectivity services;
 - (7) Manufacture, sale, licensing, distribution, or marketing of: software, wireless applications, firmware, shareware, networks, systems, hardware, devices or components;
 - (8) Design and development of: code, software or programming;
 - (9) Providing software application: services, rental or leasing;
 - (10) Screening, selection, recruitment or placement of candidates for temporary or permanent employment by others as information technology professionals;
 - (11) "Telecommunication services"; and
 - (12) "Telecommunication products".
 - b. Web-related software and connectivity services performed for others; and
 - c. Activities on the named insured's "computer system and network".
10. "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".



EXCLUSION – FUNGI, BACTERIA AND VIRUSES

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

- a. Injury or damage arising out of or related to the presence of, suspected presence of, or exposure to:
 - (1) Fungi, including but not limited to mold, mildew, and yeast;
 - (2) Bacteria;
 - (3) Viruses; or
 - (4) Dust, spores, odors, particulates or by-products, including but not limited to mycotoxins and endotoxins, resulting from any of the organisms listed in (1), (2), or (3) above; from any source whatsoever.
 - b. Any loss, cost or expense arising out of the testing for, monitoring of, cleaning up of, removal of, containment of, treatment of, detoxification of, neutralization of, remediation of, disposal of, or any other response to or assessment of, the effects of any of the items in a.(1), (2), (3) or (4) above, from any source whatsoever.
- However, this exclusion does not apply to "bodily injury" or "property damage" caused by the ingestion of food.



EXCLUSION – SILICA – BUSINESS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section **B. EXCLUSIONS**:

This insurance does not apply to:

Silica

Any injury, damage, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "silica hazard".

B. The following definition is added to Section **F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS**:

"Silica hazard" means an exposure to, inhalation of or contact with, or threat of exposure to, inhalation of or contact with, the actual or alleged properties of silica or any silica containing materials and includes the mere presence of silica or any silica containing materials in any form.

Silica includes all forms of the compound silicon dioxide, including, but not limited to, quartz.



EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following exclusion is added to Section B. EXCLUSIONS:

This insurance does not apply to:

1. Any damages, judgments, settlements, loss, costs or expenses, or any other form of relief, remedy or recovery that may be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind, including, but not limited to, "bodily injury", "property damage" or "personal and advertising injury", which arises out of, or relates in any way to "PFAS", including but not limited to:
 - a. manufacturing, handling, sale, distribution, marketing, installation, repair, removal, abatement, replacement, or handling of "PFAS" or products containing "PFAS"; or
 - b. an actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "PFAS" whether intentional or unintentional; or
 - c. consumption, absorption, ingestion, presence, inhalation or use of, contact with or exposure to, "PFAS", whether by direct or passive exposure.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or other requirement (whether statutory or regulatory) that any insured or others test for, investigate for, monitor, clean up, abate, remove, remediate, contain, treat, detoxify or neutralize, dispose of, or in any way respond to, or assess the effects of "PFAS"; or
 - b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, investigating for, monitoring, cleaning up, abating, removing, remediating, containing, treating, detoxifying or neutralizing, disposing of or in any way responding to or assessing the effects of "PFAS".

B. The following definition is added to Section F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

"PFAS" means:

1. Any substance, material, or compound that is or contains per-and polyfluoroalkyl substances, including but not limited to perfluorobutanoic acid (PFBA), perfluorohexanoic acid (PFHxA), perfluoroheptanoic acid (PFHpA), perfluorooctanoic acid (PFOA), perfluorononanoic acid (PFNA), perfluorodecanoic acid (PFDA), perfluoroundecanoic acid (PFUnA), perfluorododecanoic acid (PFDoDA), perfluorobutane sulfonic acid (PFBS), perfluorohexane sulfonic acid (PFHxS), perfluorooctane sulfonic acid (PFOS), and perfluorooctane sulfonamide (FOSA).
2. Any substance, material, or compound that is identified or acknowledged by any federal, state, international or other governmental agency or authority, including but not limited to the United States Environmental Protection Agency (EPA), the Centers for Disease Control and Prevention (CDC), the Agency for Toxic Substances and Disease Registry (ATSDR), the National Institutes for Health (NIH), and the International Agency for Research on Cancer (IARC):
 - a. As or to contain a per-and polyfluoroalkyl substance; or
 - b. To exhibit or demonstrate the same or similar harmful properties as a per-and polyfluoroalkyl substance.
3. Any constituents, additives, degradation, break down, or by-products to or of any substance, material or compound set forth in subparagraphs **a.** and **b.** above, including but not limited to homologues, isomers, salts, esters, alcohols, acids, and precursor chemicals, compounds and derivatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

The following is added to Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**:

We waive any right of recovery we may have against:

- a.** Any person or organization shown in the Declarations, or
- b.** Any person or organization with whom you have a contract that requires such waiver.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

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

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their 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 or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

 - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

- (1) Any state or governmental agency or subdivision or political subdivision, but 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.
- (2) With respect to the insurance afforded to these additional insureds, 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".

f. Any Other Party

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations performed by you or on your behalf;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Designated Person Or Organization

- a. The person(s) or organization(s) shown in the Declarations as Additional Insured – Designated Person Or Organization is also an additional insured, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In the performance of your ongoing operations; or
 - (2) In connection with your premises owned by or rented to you.
- b. If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- c. The insurance afforded to these additional insureds only applies to the extent permitted by law.

B. With respect to the insurance afforded such additional insured(s) by this endorsement, the following additional exclusion is added to Section B. EXCLUSIONS:

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



IMPORTANT NOTICE TO POLICYHOLDERS - EXCLUSION – SILICA – TEXAS

Please be aware that form, SL 20 78, Exclusion – Silica, is attached to your Spectrum Policy.

If your Policy also contains form SU 00 00, Umbrella Liability Supplemental Policy, then form SU 20 01, Exclusion – Silica, is also attached if your Policy.

These forms eliminate coverage for any injury, damage, loss, cost or expense arising out of the silica hazard.

Please review your Policy and contact your agent, broker or representative if you have any questions. Thank you for choosing The Hartford as your insurer.



IMPORTANT NOTICE TO POLICYHOLDERS – ASBESTOS HAZARD EXCLUSION - TEXAS

The provisions of the attached Policy contain an Asbestos Hazard Exclusion that applies to both the Business Liability Coverage Form and Umbrella Liability Supplemental Policy. The Asbestos Hazard Exclusion eliminates coverage for any injury or damage arising out of asbestos.

Please review your Policy and contact your agent, broker or representative if you have any questions. Thank you for choosing The Hartford as your insurer.



TEXAS AMENDATORY ENDORSEMENT – PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

- I. This provision applies to all forms in the Professional Liability Coverage Part, including **SL 50 45**, Professional Liability Coverage Form, **SL 50 55** Limits Of Liability Change Endorsement With Additional Limits Of Liability For Claims Expenses - Professional Liability, **SL 50 46** Limits Of Liability Change Endorsement - Professional Liability, and **SL 50 47** Additional Limits Of Liability For Claims Expenses Endorsement - Professional Liability.

The **LIMITS OF LIABILITY AND DEDUCTIBLE**, (Or **LIMITS OF LIABILITY, CLAIMS EXPENSES, AND DEDUCTIBLE**, Section, if applicable) Section, is amended as follows:

In Subparagraph **d.**, of the **Deductible** paragraph the following provision is deleted from the Coverage Part:

We will be entitled to recover reasonable attorney's fees and other costs incurred in collecting the Deductible amount you owe.

- II. The following changes apply to **SECTION VIII - EXTENDED REPORTING PERIODS**:

1. Paragraph **1.**, **Extended Reporting Periods – General** is deleted and replaced by the following:

You will have the right to purchase an Extended Reporting Period if you or we cancel or non-renew this Coverage Part for any reason other than non-payment of premium. You must exercise such right by providing written notice to us accompanied by the premium for the Extended Reporting Period and all other premiums due within sixty (60) days after the cancellation or non-renewal of the Coverage Part. We will then issue an endorsement for the Extended Reporting Period. This endorsement to this Coverage Part will allow reporting of "claims" first made during the Extended Reporting Period for "wrongful acts" or "personal injury" which occurred prior to the end of the "policy period", and are otherwise covered by the Coverage Part. The additional premium for the Extended Reporting Period is based on a percentage of the full annual premium for the "policy period" of this Coverage Part and shall be:

- a. 100% of the Coverage Part's annual premium for one year;
- b. 165% of the Coverage Part's annual premium for three years;
- c. 200% of the Coverage Part's annual premium for five years;

2. Paragraph **4.**, **Extended Reporting Period Coverage** is deleted and replaced with the following:

Extended Reporting Period Coverage

The Limits of Liability available for any Extended Reporting Period are part of, and not in addition to, the Limits of Liability as shown in the Coverage Part Declarations. The Deductible shown on the Coverage Part Declarations will apply separately to each "claim" reported under any Extended Reporting Period.

As of the effective date of any Extended Reporting Period, this Coverage Part is not cancelable. The Extended Reporting Periods are not renewable.

- III. **SECTION X - CONDITIONS - CLAIMS** Paragraph **3.**, **False Or Fraudulent Claims**, is deleted and replaced with the following:

3. **False Or Fraudulent Claims**

If any "insured" notifies us of a "claim" or circumstance knowing it to be false or fraudulent, this Coverage Part shall become void only if it is shown at trial that the misrepresentation:

- a. was fraudulently made;
- b. was material to the liability under this Coverage Part; and
- c. misled us and caused us to waive or lose a valid defense to this Coverage Part.



IV. The following condition is added to **SECTION X - CONDITIONS – CLAIMS**:

Notice Of Settlement Of Liability Claims

We will notify the first "named insured" in writing of any:

- a. Initial offer to settle a "claim" made or "suit" brought against the "insured" under this Coverage Part. The notice will be given within 10 days after the date the offer is made.
- b. Any settlement of a "claim" made or "suit" brought against the "insured" under this Coverage Part. The notice will be given within 30 days after the date of the settlement.

II. **SECTION XI - GENERAL CONDITIONS**, Paragraph **3. Changes In Exposure**, Subparagraph **b., Takeover Of Named Insured**, is deleted and replaced with the following:

b. Takeover Of Named Insured

If, during the "policy period":

- i. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity;
- ii. greater than fifty percent (50%) of the ownership of the "named insured" or the right to elect or appoint more than fifty percent (50%) of the "named insured's" directors or trustees is acquired by another entity or person or group of entities or persons; or
- iii. all or substantially all of the "named insured's" assets are sold to another entity or person or group of entities or persons,

then coverage shall continue under this Coverage Part, but only for a "wrongful act" or "personal injury" occurring before such transaction. No coverage shall be available for any "wrongful act" or "personal injury" occurring after such transaction. Notwithstanding any applicable cancellation provisions of this Policy, upon such transaction this Coverage Part shall not be cancelled.

The "named insured" shall give us written notice of such transaction or change in control as soon as practicable, but not later than thirty (30) days after the effective date of such transaction.

All other terms and conditions remain unchanged.



PROFESSIONAL LIABILITY COVERAGE FORM

NOTICE: THIS IS A CLAIMS MADE AND REPORTED COVERAGE PART. PLEASE READ IT CAREFULLY.

COVERAGE APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR APPLICABLE EXTENDED REPORTING PERIOD AND WHICH HAVE BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. THE LIMITS OF LIABILITY AVAILABLE TO PAY DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED AS CLAIMS EXPENSES. THE DEDUCTIBLE IS APPLICABLE TO CLAIMS EXPENSES AND DAMAGES. PLEASE READ THE ENTIRE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

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PROFESSIONAL LIABILITY COVERAGE FORM

Throughout this Coverage Part the words you and your refer to the "named insured" shown in the Coverage Part Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown in the Coverage Part Declarations providing this insurance.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

We will pay on behalf of the "insureds", subject to the Limits of Liability, such "damages" and "claims expenses" in excess of the applicable Deductible for "claims" first made against the "insureds" during the "policy period" or applicable Extended Reporting Period and reported in writing to us immediately, but in no event later than sixty (60) calendar days after the expiration date of the "policy period" or within any applicable Extended Reporting Period. The "damages" and "claims expenses" must arise out of a "wrongful act" or "personal injury" that occurs on or after the "retroactive date" as stated in the Coverage Part Declarations and before the end of the "policy period". It is a condition precedent to coverage under this Coverage Part, that no "insured" was aware as of the "effective date" of this Coverage Part of any act, error or omission that he or she knew, or could have reasonably foreseen, to be the basis of a "claim".

SECTION II – DEFINITIONS

The following terms, whether used in the singular or plural, shall have the meanings specified below:

1. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. In addition, "application" includes any warranty, representation or other statement provided to us in connection with any policy or Coverage Part of which this Coverage Part is a renewal or replacement.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including the death of any person, resulting at any time. "Bodily injury" includes mental anguish and emotional distress.
3. "Claim" means an allegation of a "wrongful act" or "personal injury" in conjunction with:
 - a. a written demand seeking monetary damages or other civil non-monetary relief against an "insured";
 - b. a civil proceeding, including an arbitration or other alternative dispute proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading against an "insured"; or
 - c. a request received by an "insured" to toll or waive the statute of limitations or other bars against the filing or maintenance of a lawsuit or arbitration proceeding seeking "damages" against, or services from, an "insured".
4. "Claims expenses" mean all reasonable and necessary fees charged by attorneys designated or approved in writing by us and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim" incurred by us or by an "insured" with our prior written consent. "Claims expenses" shall not include loss of earnings, except as set forth below, salaries, fees, remuneration, overhead or any other benefit expenses associated with any "insured". "Claims expenses" shall include but are not limited to:
 - a. costs awarded against an "insured" in "claims";
 - b. premium on an appeal bond in any lawsuit and premium on a bond to release an attachment in any lawsuit. We shall not be obligated to apply for or furnish any bond;
 - c. reasonable and necessary expenses incurred with our prior written consent by an "insured" in the investigation or litigation of any "claim", including actual loss of earnings up to \$500 a day for each "insured" because of time off from work, subject to a limit of \$10,000 for each "insured person" and subject to a maximum limit of \$25,000 per "policy period"; or



- d. subpoena assistance to an "insured" provided, during the "policy period", the "insured" receives a subpoena for documents or testimony as a fact witness arising from an actual or alleged negligent act, error or omission in the rendering of "professional services" which occurred on or after the "retroactive date" and before the expiration of the "policy period", and the "insured" requests our assistance in responding to the subpoena. The "insured" will provide us with a copy of the subpoena and we will retain an attorney to provide advice regarding the production of documents, to prepare the "insured" for sworn testimony and to represent the "insured" at their deposition, provided that:

- i. The subpoena arises out of a lawsuit to which the "insured" is not a party; and
- ii. The "insured" has not been engaged to provide advice or testimony in connection with the lawsuit, nor has the "insured" provided such advice or testimony in the past.

Subpoena assistance coverage will be provided up to a maximum amount stated in the Coverage Part Declarations under Subpoena Assistance Claim Expense Sub-Limit, regardless of the number of subpoenas received, "claims" incurred, or number of "insureds" receiving subpoenas. Amounts paid on all subpoenas received will be aggregated for purposes of meeting the afore-mentioned sub-limit.

Any notice an "insured" provides us of such subpoena shall be deemed notification of a potential "claim" under **SECTION X. Paragraph 1. Notice of Circumstances** of this Coverage Part.

5. "Computer system" means:

- a. computer hardware, software applications and tools (including licensed software), middleware, websites, and related electronic backup, but only if owned or leased, and operated, by an "insured" and connected to an "insured's" computer network; or
- b. the following if owned or leased, and operated by an "insured" and not connected to an "insured's" computer network: laptops, smart phones, memory devices or personal digital assistants, or any other mobile computing devices.

6. "Damages" means the monetary amounts that an "insured" becomes legally liable to pay solely as a result of a "claim" covered under this Coverage Part, including:

- a. compensatory damages;
- b. settlement amounts, provided any settlement is made with our prior written approval and we had the opportunity to meaningfully participate or assist in the negotiations;
- c. interest on the amount of any judgment covered by this Coverage Part that accrues after the entry of judgment and before we have paid or tendered or deposited into court that part of the judgment which does not exceed the applicable Limits of Liability shown in the Coverage Part Declarations;
- d. punitive and/or exemplary damages; or
- e. the multiple portion of any multiplied damage award.

"Damages" does not include:

- a. restitution, reduction, or set off of any fees, other consideration, and/or expenses paid to or charged by an "insured" for "professional services";
- b. matters deemed uninsurable by law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages. We shall not contend for any reason, unless appropriate to do so as a matter of public policy, that such damages are uninsurable;
- c. equitable, injunctive or other non- monetary relief; or
- d. taxes, fines, penalties and sanctions assessed against an "insured".

7. "Data privacy law" means any Canadian or United States federal, state, provincial, territorial and/or local statutes and regulations governing the confidentiality, control and use of "nonpublic personal information".

8. "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local laws.



9. "Effective date" means the date identified in the Coverage Part Declarations.
10. "Insured" means any:
- "insured entity";
 - "named insured"; or
 - "insured person".
11. "Insured entity" means:
- the "named insured";
 - any "subsidiary" while it qualifies as such; or
 - any "predecessor firm(s)" provided a request for such coverage is made to us and approved in writing by us prior to the inception of such coverage.
12. "Insured person" means:
- any person who was, is now, or hereafter becomes principal, partner, officer, director, employee, or principal shareholder of the "insured entity", but only if such person was performing "professional services" on behalf of an "insured entity" at the time of the alleged "wrongful act" or "personal injury"; or
 - the estate, heirs, executors, administrators, and legal representatives of any "insured person" in the event of the "insured person's" death, incapacity, insolvency or bankruptcy, but only to the extent that the "insured person" would otherwise be provided coverage under this Coverage Part.
13. "Interrelated claims" means all "claims" that include, in whole or in part, "wrongful acts" or "personal injury" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.
14. "Named insured" means the individuals or entities stated in the Coverage Part Declarations.
15. "Nonpublic personal information" means:
- the first name and last name of a natural person in combination with any one or more of the following:
 - social security number;
 - medical or healthcare information or data;
 - financial account information that would permit access to that individual's financial account; or
 - a natural person's information that is designated as private by a "data privacy law".
- "Nonpublic personal information" does not include information that is lawfully available to the general public.
16. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following actual or alleged acts, errors or omissions committed in the performance or failure to perform "professional services":
- false arrest, detention or imprisonment;
 - abuse of process or malicious prosecution;
 - wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor; or
 - the publication or utterance of a libel or slander or other defamatory or disparaging material; or publication or utterance in violation of an individual's right of privacy; or use of the name or likeness of a person in violation of an individual's right to publicity.
17. "Policy period", as used in this Coverage Part, means the period from the "effective date" of this Coverage Part to the expiration date of the Coverage Part as stated in the Coverage Part Declarations or the date of cancellation, whichever is earlier.
18. "Predecessor firm" means any firm disclosed to us which has undergone dissolution and to whose financial assets and liabilities the "named insured" is the majority successor-in-interest.



19. "Professional services" means those services set forth in the definition of "professional services" in the class-specific Professional Services Endorsement, attached to this Coverage Part.
20. "Property damage" means
 - a. physical injury to tangible property, including all resulting loss of use of that property; or
 - b. loss of use of tangible property that is not physically injured.
21. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products, radiation, asbestos or asbestos-containing products, waste and any electric, magnetic or electromagnetic field of any frequency. Waste includes, but is not limited to, material to be recycled, reconditioned or reclaimed.
22. "Retroactive date" means the date specified in the Coverage Part Declarations, or in any endorsement attached to this Coverage Part, on or after which the "wrongful act" or "personal injury" must have occurred in order for any "claim" or any notification given to us pursuant to **SECTION X. Paragraph 1. Notice Of Circumstances** or **SECTION X. Paragraph 2. Notice Of Claim** to be covered under this Coverage Part.
23. "Subsidiary" means any entity that:
 - a. performs "professional services" during any time in which the "named insured" owns or controls, directly or through one or more of its subsidiaries, more than fifty percent (50%) of such entity or the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees; and
 - b. existed as of the "effective date" of this Coverage Part.

This Coverage Part does not cover any "claim" against a "subsidiary" or any "insured person" thereof for any "wrongful act" or "personal injury" that occurred when the "named insured" did not own or control, directly or through one or more of its subsidiaries, more than fifty percent (50%) of such entity or the right to elect or appoint more than fifty percent (50%) of such entity's director or trustees. If, before or during the "policy period", any entity ceases to qualify as a "subsidiary", then coverage shall be available under the Coverage Part for such former "subsidiary" and its "insured persons", but only for a "claim" for a "wrongful act" or "personal injury" that occurred before such "subsidiary" ceases to qualify as a "subsidiary". No coverage shall be available for any "claim" arising out of a "wrongful act" or "personal injury" that occurred after such "subsidiary" ceases to qualify as a "subsidiary".
24. "Unauthorized access" means the gaining of access to a "computer system" by an unauthorized person(s) or entity(ies), or by an authorized person or persons in an unauthorized manner.
25. "Unauthorized use" means the use of a "computer system" by a person(s) unauthorized by the "insured" or a person authorized by the "insured" who uses the "computer system" for a purpose not intended by the "insured".
26. "Wrongful act" means an actual or alleged negligent act, error or omission in the performance of or the failure to perform "professional services".

SECTION III - DEFENSE AND SETTLEMENT

1. Subject to all terms and conditions of this Coverage Part, we shall have the right and duty to defend a "claim" covered by this Coverage Part even if any of the allegations of the "claim" are groundless, false or fraudulent. Our duty to defend a "claim" ends upon exhaustion of any applicable Limits of Liability. We shall have the sole right to appoint counsel, make such investigation, conduct settlement negotiations, and conduct such defense of a "claim" as we deem necessary. If a "claim" is subject to arbitration or mediation, we are entitled to exercise all of the "insured's" rights, including the choice of arbitrators or mediators, in the arbitration or mediation proceeding. We shall have the right to associate in the defense and settlement of any "claim" that in our judgment appears reasonably likely to involve this Coverage Part.
2. An "insured" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claims expenses" regarding any "claim" without our prior written consent. Such consent shall not be unreasonably withheld. We shall not be liable for any admission, assumption, settlement offer or agreement, stipulation or "claims expenses" to which we have not consented. An "insured" must take all reasonable action to prevent or mitigate any "claim" that may be covered under this Coverage Part.



3. An "insured" shall give us all information and cooperation as we may reasonably request.
4. We shall not settle a "claim" without an "insured's" consent, which consent will not be unreasonably withheld. If, however, an "insured" refuses to consent to a settlement recommended by us and acceptable to the claimant and elects to continue proceedings in connection with the "claim", then our liability for "damages" and "claims expenses" relating to that "claim" will not exceed the total amount for "damages" and "claims expenses" which we would have paid up to the date of our settlement recommendation, minus any applicable Deductible and subject to the Limits of Liability and all other provisions of this Coverage Part. We shall continue to have the right to appoint counsel, make such investigation, conduct settlement negotiations, and conduct such defense of the "claim" as we deem necessary until the Limits of Liability are exhausted.

Bankruptcy, insolvency, or dissolution of an "insured" or of an "insured's" estate shall not relieve us or the "insured" of the obligations under this Coverage Part. In the event of your bankruptcy, insolvency, or dissolution, we shall have, at our sole option, the right to settle any "claim" without obtaining your consent.

We shall not be obligated to pay "damages" or "claims expenses" or defend or continue to defend any "claim" after the applicable Limits of Liability as stated in the Coverage Part Declarations has been exhausted by payment of "damages" or "claims expenses" or a combination of both.

SECTION IV - DISCIPLINARY PROCEEDINGS

Notwithstanding any other provisions of this Coverage Part, but subject to all terms and conditions of this Coverage Part, we shall pay "claims expenses" (but not "damages") incurred for defending a proceeding before a regulatory or governmental disciplinary official or agency to investigate allegations of professional misconduct in the rendering of or failure to render "professional services". We will pay Disciplinary Proceedings "claims expenses" up to the amount stated in the Coverage Part Declarations under Disciplinary Proceedings Claim Expense Sub-Limit, regardless of the number of proceedings brought by a regulatory or disciplinary official or agency. This amount will not be included within (and shall not serve to reduce) the Limits of Liability and is not subject to any Deductible obligation of the "insured". In order to receive coverage under this provision, you must give us written notice within thirty (30) days of receipt of any regulatory or disciplinary allegation made against any "insured".

SECTION V - LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of "insureds" under this Coverage Part, the number of persons or organizations seeking "damages" or the number of "claims" made, our liability is limited as follows:

1. **Limits Of Liability - Each Claim**

The amount stated in the Coverage Part Declarations as applicable to each "claim" is the most we will pay for all "damages" and "claims expenses" arising out of any one "claim" or any one set of "interrelated claims".

2. **Limits Of Liability – Aggregate**

The amount shown in the Coverage Part Declarations as the Aggregate limit is the most we will pay for all "damages" and "claims expenses" for all "claims" to which this Coverage Part applies.

3. **Limits Of Liability – Reduction**

Any payment of "damages" and "claims expenses" we make reduces the Limits of Liability.

4. **Deductible**

- a. Our obligation to pay "damages" and "claims expenses" under this Coverage Part applies only to the amount of "damages" and "claims expenses" which are in excess of the Deductible amount stated in the Coverage Part Declarations. The Deductible shall be borne by the "named insured" and shall not be insured.
- b. The Deductible amount applies to all "damages" and "claims expenses" incurred as the result of each "claim".
- c. The terms of this Coverage Part, including those with respect to our right and duty to defend suits and your duties in the event of a "claim", suit or circumstances which may give rise to a "claim", apply irrespective of the application of the Deductible.



- d. We may pay "damages" and "claims expenses" under this Coverage Part in the investigation or settlement of any "claim" prior to your payment of any part or all of the Deductible amount. Upon notification of the action we have taken, you shall reimburse us for that part of the Deductible amount you owe within sixty (60) days. We will be entitled to recover reasonable attorney's fees and other costs incurred in collecting the Deductible amount you owe.
- e. The Limits of Liability will not be reduced by the amount of any "damages" and "claims expenses" within the Deductible amount unless (but only to the extent that) such "damages" and "claims expenses" have been paid by us and not reimbursed by you.
- f. If you agree with a request we make to submit a "claim" made against you to binding arbitration or mediation under the terms and conditions we specify, and the "claim" is resolved through such mediation or binding arbitration, then we will reduce the deductible amount stated in the Coverage Part Declarations by fifty percent (50%). While the right to submit a "claim" to binding arbitration or mediation shall be ours, no "claim" shall be submitted to mediation or binding arbitration under this paragraph without your prior written consent. In the case of such resolution through mediation or binding arbitration, the maximum dollar amount by which the deductible will be reduced under this paragraph is \$25,000.

SECTION VI - INTERRELATED CLAIMS

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "personal injury" or "interrelated claim" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

- 1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";
- 2. notice of any "wrongful act" or "personal injury" described above was given to us under this Coverage Part pursuant to **SECTION X. Paragraph 2. Notice Of Claim**; or
- 3. notice of any "wrongful act" or "personal injury" described above was given under any prior insurance policy.

SECTION VII - COVERAGE TERRITORY

This Coverage Part applies to any "wrongful act" or "personal injury" in the rendering of or failure to render "professional services" anywhere in the world, provided that the "claim" is made and suit, if any, is brought within the United States (including its territories or possessions), or Canada.

SECTION VIII - EXTENDED REPORTING PERIODS

1. Extended Reporting Periods – General

You will have the right to purchase an Extended Reporting Period if you or we cancel or non-renew this Coverage Part for any reason other than non-payment of either premium or the Deductible amount. You must exercise such right by providing written notice to us accompanied by the premium for the Extended Reporting Period and all other premiums due within sixty (60) days after the cancellation or non-renewal of the Coverage Part. We will then issue an endorsement for the Extended Reporting Period. This endorsement to this Coverage Part will allow reporting of "claims" first made during the Extended Reporting Period for "wrongful acts" or "personal injury" which occurred prior to the end of the "policy period", and are otherwise covered by the Coverage Part. The additional premium for the Extended Reporting Period is based on a percentage of the full annual premium for the "policy period" of this Coverage Part and shall be:

- a. 100% of the Coverage Part's annual premium for one year;
- b. 165% of the Coverage Part's annual premium for three years;
- c. 200% of the Coverage Part's annual premium for five years;

2. Retiree Extended Reporting Period For A Sole Proprietor

If you are a sole proprietor, you are designated as an Individual in the Coverage Part Declarations and you have been continuously insured for professional liability coverage with a member of The Hartford Financial Services



Group, Inc. group of companies for three or more full consecutive years under this Coverage Part, an unlimited extended reporting period, subject to any applicable Limits of Liability, will be provided without additional charge if you;

- a. Cancel or fail to renew this Coverage Part due to your retirement from your profession within the "policy period";
- b. Cease the performance of all "professional services" covered by this Coverage Part; and
- c. Are fifty-five (55) years of age or older,

You must notify us in writing if this coverage is desired within sixty (60) days after the termination of the Coverage Part. This Retiree Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims".

3. Death Or Disability Extended Reporting Period For A Sole Proprietor

If you are a sole proprietor, you are designated as an Individual in the Coverage Part Declarations, and you die or become totally and permanently disabled during the "policy period", a Death Or Disability Extended Reporting Period shall be provided without additional charge. Coverage for reporting "claims" is extended until the executor or administrator of the estate is discharged or your disability ends. You or your estate must, within sixty (60) days after the termination of this Coverage Part, notify us in writing if this coverage is desired. This Death Or Disability Extended Reporting Period for a sole proprietor does not apply to "claims" that are covered under any subsequent insurance available to you, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims". We also require:

- a. Written proof of your permanent and total disability, including the date it happened, certified by your attending physician. You agree to submit to medical examination(s) by any physician(s) we designate if requested; or
- b. Written proof of the date of your death.

4. Extended Reporting Period Coverage

The Limits of Liability available for any Extended Reporting Period are part of, and not in addition to, the Limits of Liability as shown in the Coverage Part Declarations. The Deductible shown on the Coverage Part Declarations will apply separately to each "claim" reported under any Extended Reporting Period.

As of the effective date of any Extended Reporting Period, this Coverage Part is not cancelable and all premium paid for the Extended Reporting Period is fully earned. The Extended Reporting Periods are not renewable.

SECTION IX – EXCLUSIONS

We shall not pay "damages" or "claims expenses" in connection with any "claim":

1. for, based upon, arising from or in any way related to any dishonest, fraudulent or criminal act, or omission or any willful violation of law by an "insured" if a judgment or other non-appealable final adjudication establishes such an act, omission or violation. This exclusion does not apply to a "claim" against an "insured person" who did not personally commit or personally participate in committing any of the dishonest, fraudulent, criminal or malicious acts, errors or omissions, provided that:
 - a. such "insured person" had neither notice nor knowledge of such act, omission or violation; and
 - b. such "insured person", upon receipt of notice or knowledge of such act, omission or violation immediately notifies us.
2. for "bodily Injury" or "property damage" except that this exclusion does not apply to claims of mental anguish or emotional distress caused by "personal injury".
3. made, directly or indirectly, by or on behalf of, or with the assistance of, a former or present "insured".
4. for, based upon, arising from or in any way related to the actual or alleged discrimination, humiliation, harassment or misconduct by an "insured" because of race, creed, color, age, gender, sexual preference or orientation, national origin, religion, disability, handicap, marital status or any other class protected under federal, state, local or other law.



5. for, based upon, arising from or in any way related to any actual or alleged violation of:
 - a. Securities Act of 1933;
 - b. Securities Exchange Act of 1934;
 - c. Employee Retirement Income Security Act of 1974; or
 - d. Crime Control Act of 1970 (commonly known as ***Racketeer Influenced and Corrupt Organizations Act*** or ***RICO***);

or any amendment to or any rule or regulation promulgated under or in connection with any of the above statutes; or any similar provision of any federal, state, or local statutory law or common law anywhere in the world.
6. for, based upon, arising from or in any way related to an "insured's" capacity as:
 - a. a public official or employee of a governmental body, subdivision or agency thereof unless an "insured" is deemed to be such solely by virtue of rendering "professional services" to such governmental body, the remuneration for which services benefits the "named insured"; or
 - b. an officer, director, partner, employee, principal shareholder or member of any organization other than yours.
7. for, based upon, arising from, or in any way related to any prior or pending demand, suit or proceeding against any "insureds" as of the effective date of the first Professional Liability Coverage Part issued and continuously renewed by us, or the same or any substantially similar fact, circumstance or situation underlying or alleged in such demand, suit or proceeding.
8. for, based upon, arising from or in any way related to any fact, circumstance, situation, "wrongful act" or "personal injury" that, before the "effective date" in the Coverage Part Declarations, was the subject of any notice given under any other professional liability policy, or similar insurance policy.
9. for, based upon, arising from or in any way related to:
 - a. the promotion, sale or solicitation for sale of securities, real estate, or other investments by any "insured";
 - b. recommendations, representations, or opinions concerning investment advice by an "insured" or any person or organization referred to by an "insured" in connection with portfolio or trust account management, or the performance or nonperformance of securities, real estate, or other investments;
 - c. the guaranteeing of the availability of funds, or specified rate of return and/or interest;
 - d. any governmental intervention, cease and/or desist order, insolvency, receivership, bankruptcy, licensing or liquidation of any organization (directly or indirectly) in which the "insured" has placed or obtained insurance coverage or placed the funds of a client or account;
 - e. any "insured" making:
 - i. warranties or guarantees of the future value of investments; or
 - ii. warranties or guarantees of potential sales, earnings, profitability, or economic value.
 - f. any "damages" alleged to have been sustained through fluctuation in the market value of any security or investment.
10. for, based upon, arising from or in any way related to "professional services" performed for or on behalf of any organization if, at any time when those services were performed, the organization was or was intended to be:
 - a. directly or indirectly controlled, operated or managed by an "insured"; or
 - b. owned by an "insured", or by a spouse of any "insured", in a percentage which exceeds:
 - i. five (5) percent of the issued and outstanding voting stock of the shares of a publicly traded organization; or
 - ii. ten (10) percent of the legal and/or equitable ownership of the organization.
11. against an "insured" as a beneficiary or distributee of any trust or estate.



12. for, based upon, arising from or in any way related to liability assumed by an "insured" under an indemnity, hold harmless or liquidated damages provision or similar provisions or agreements, but this exclusion does not apply to liability an "insured" would have in the absence of such agreements.
13. for, based upon, arising from or in any way related to the gaining in fact of any personal profit or advantage to which the "insured" is not legally entitled; or the investment, conversion, misappropriation, or comingling of the assets of others.
14. made by an employee, former employee or job applicant of the "insured"; or based upon, or arising from or in any way related to any express or implied contract of employment with the "insured" and alleging a breach thereof.
15. for, based upon, arising from or in any way related to "professional services" performed by a professional with whom the "insured" shared office space or common office facilities and who is not an "insured" under this Coverage Part.
16. for, based upon, arising from or in any way related to any award, prize, games, sweepstakes, lotteries, contests, coupons or redemption offers, including over-redemptions.
17. for, based upon, arising from or in any way related to the actual or alleged misappropriation of advertising ideas, style of doing business or trade secrets, service mark or infringement or violation of copyright, patent, trademark or any other intellectual property rights or laws.
18. for, based upon, arising from or in any way related to the actual or alleged violation of any state or federal antitrust, restraint of trade, unfair or deceptive business practices, unfair competition or other consumer protection laws.
19. for, based upon, arising from or in any way related to any:
 - a. actual or alleged discharge, dispersal, release, or escape of "pollutants", or any threat of such discharge, dispersal, release or escape; or
 - b. direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants".
20. for, based upon, arising from or in any way related to any actual or alleged unsolicited:
 - a. sending of information by fax or email, or by any other means, where prohibited by law; or
 - b. telephone calls using an autodialer or other automated system, or by any other means, where prohibited by law.
21. for, based upon, arising from or in any way related to any actual or alleged negligent act, error or omission committed in connection with the performance or failure to perform "professional services" which results in or from any of the following:
 - a. the "unauthorized access" or "unauthorized use" of an "insured's computer system"
 - b. the transmission of corrupting or harmful software code, including but not limited to, computer viruses, Trojan Horses, worms, spy-ware or malware;
 - c. the unauthorized disclosure of "nonpublic personal information"; or
 - d. the gaining of access to an entity's information utilized in e-commerce, e-mail and file transfers, by any person who is not authorized to gain such access.

SECTION X - CONDITIONS – CLAIMS

1. Notice Of Circumstances

If during the "policy period" an "insured" becomes aware of any "wrongful act", "personal injury" or other fact, circumstance or situation that he or she (i) believes might result in a "claim" or (ii) could reasonably have foreseen might result in a "claim", the "insured" shall, as a condition precedent to the coverage afforded by this Coverage Part, immediately and in all instances prior to the expiration of the "policy period", give written notice to us of the particulars of:



- a. the nature and dates of the specific act, error, omission or other fact, circumstance or situation giving rise to the potential of a "claim", including, without limitation, the identity of each "insured" who participated and/or had supervisory responsibility for the matter and the reasons why it seems foreseeable that the matter may give rise to a "claim";
- b. the identity of each potential claimant and the alleged injury or damage which has resulted or may result from such "wrongful act", "personal injury" or other fact, circumstance or situation and the steps, if any, undertaken or proposed to be undertaken to mitigate "damages"; and
- c. the conditions under which the "insured" first became aware of such "wrongful act", "personal injury" or other fact, circumstance or situation.

This Coverage Part shall then apply to any "claim" that is subsequently made against the "insured" and arises out of such "wrongful act" or "personal injury" or other fact, circumstance or situation that occurred on or after the "retroactive date" and before the end of the "policy period", and was reported and accepted as a notice of circumstances in accordance with this **SECTION X. Paragraph 1. Notice of Circumstances** provision.

2. Notice Of Claim

a. Reporting Of A Claim Made Against An Insured

If, during the "policy period" or applicable Extended Reporting Period, a "claim" is made against an "insured", as a condition precedent to coverage under this Coverage Part, you must give written notice in accordance with Paragraph **b**, below.

b. Insured's Duties In The Event A Claim Is Received By An Insured

- i. The "named insured" and any other involved "insured" must see to it that we are notified immediately, but in no event later than sixty (60) calendar days after the expiration date of the "policy period" or within any applicable Extended Reporting Period, of any "claim" made against an "insured". To the extent possible, written notice should include:
 - 1) the specific "wrongful act or "personal injury" including the date the "claim" was made and or received; and
 - 2) the "damages" that may reasonably result.
- ii. the "named insured" and any other involved "insured" must:
 - 1) immediately send us copies of any demands, tolling agreements, complaints, notices, summonses or similar documents received in connection with the "claim";
 - 2) authorize us to obtain records and other information;
 - 3) provide us with such information and cooperation as we may reasonably require in the investigation, evaluation, settlement or defense of the "claim" or suit; assist in making statements, in the conduct of suits or similar legal proceedings, attend hearings, depositions, and trials, assist on securing and giving evidence and obtaining the attendance of witnesses; and
 - 4) assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to an "insured" because of "damages" to which this insurance may also apply.
- iii. no "insured" will, except at their own cost, voluntarily make a settlement offer or payment, assume any obligation, assume or admit liability, settle any "claim" or incur any expense without our prior written consent.

3. False Or Fraudulent Claims

If any "insured" notifies us of a "claim" or circumstance knowing it to be false or fraudulent, this Coverage Part shall become void.



4. Subrogation

When any payment is made under this Coverage Part, we shall be subrogated to the "insured's" right of recovery in connection with that payment. Each "insured" shall do whatever is necessary to secure the right of recovery and shall do nothing to waive or prejudice such right.

5. No Action Against Company

No action shall lie against us, unless, as a condition precedent, the "insured" has fully complied with all the terms of the Policy, and the amount of the "insured's" obligation to pay shall have been fully determined either:

- a. by written agreement of the "insured", the claimant, and us; or
- b. by final judgment against the "insured".

6. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "damages" and "claim expenses" that are covered by this Coverage Part and also incur "damages" and "claim expenses" that are not covered by this Coverage Part because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

- a. with respect to a covered "claim" for which we have the duty to defend:
 - i. 100% of the "insured's claims expenses" shall be allocated to covered "claims expenses"; and
 - ii. All "damages" shall be allocated between covered "damages" and non-covered "damages" based upon the relative legal exposure of all parties to such matters.
- b. with respect to a covered "claim" for which we do not have the duty to defend, all "damages" and "claims expenses" shall be allocated between covered "damages" and "claims expenses" and non-covered "damages" and "claims expenses" based upon the relative legal exposure of all parties to such matters.

SECTION XI - GENERAL CONDITIONS

1. Cancellation

- a. We may cancel this Coverage Part for non-payment of premium by sending not less than ten (10) days notice to the first "named insured". This Coverage Part may not otherwise be cancelled by us.
- b. Except as provided in **SECTION XI. Paragraph 3. Changes In Exposure**, Subparagraph **b. Takeover Of Named Insured**, the first "named insured" may cancel this Coverage Part by sending written notice of cancellation to us. Such notice shall be effective upon receipt by us unless a later cancellation time is specified therein.
- c. If we cancel this Coverage Part, unearned premium shall be calculated on a pro rata basis. If the first "named insured" cancels this Coverage Part, unearned premium shall be calculated at our customary short rates. Payment of any unearned premium shall not be a condition precedent to the effectiveness of a cancellation. We shall make payment of any unearned premium as soon as practicable
- d. Any state amendatory endorsement changing Cancellation Conditions for any part of this Policy shall also apply to this Coverage Part.

2. Authorization Of First Named Insured

The first "named insured" shown in the Coverage Part Declarations shall act on behalf of all "insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of Extended Reporting Period, payment of premiums, receipt of any return premiums and acceptance of any endorsements to this Coverage Part.

3. Changes In Exposure

a. Mergers And Acquisitions

If during the "policy period", the "named insured":

- i. merges with another entity such that the "named insured" is the surviving entity; or



ii. acquires another entity,

then such newly merged or acquired entity shall be an "insured", notwithstanding **SECTION II - DEFINITIONS**, Paragraph **23**. Subparagraph **b.**, to the extent such entity would otherwise qualify as an "insured", but only for a "wrongful act" or "personal injury" occurring after such merger or acquisition. No coverage shall be available for any "wrongful act" or "personal injury" of such "insured" occurring before such transaction or for any "interrelated claims" thereto.

If the annual revenue or assets of the "insured" increases by more than 20% from those reflected in its most recent consolidated financial statements prior to such merger or acquisition, the "named insured" shall give us full details of the transaction in writing as soon as practicable but no later than thirty (30) days after the effective date of such merger or acquisition, and we shall be entitled to impose such additional terms, conditions, and premium. There shall be no coverage under this Coverage Part for any newly merged or acquired entity unless the "named insured" complies with the terms of this provision.

b. Takeover Of Named Insured

If, during the "policy period":

- i. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity;
- ii. greater than fifty percent (50%) of the ownership of the "named insured" or the right to elect or appoint more than fifty percent (50%) of the "named insured's" directors or trustees is acquired by another entity or person or group of entities or persons; or
- iii. all or substantially all of the "named insured's" assets are sold to another entity or person or group of entities or persons, then coverage shall continue under this Coverage Part, but only for a "wrongful act" or "personal injury" occurring before such transaction. No coverage shall be available for any "wrongful act" or "personal injury" occurring after such transaction. Notwithstanding any applicable cancellation provisions of this Policy, upon such transaction this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned.

The "named insured" shall give us written notice of such transaction or change in control as soon as practicable, but not later than thirty (30) days after the effective date of such transaction.

4. Bankruptcy

Bankruptcy or insolvency of the "insured" shall not relieve us of our obligations nor deprive us of our rights or defenses under this Coverage Part.

5. Application

- a. By accepting this Coverage Part, you represent that the Coverage Part Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".
- b. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us, no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the "effective date" of this Coverage Part of the facts that were so misrepresented, provided that:
 - i. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and
 - ii. knowledge possessed by any principal, partner, chief executive officer, chief operating officer, general counsel, chief financial officer, risk manager, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".

6. Headings

The descriptions in the headings and subheadings of this Coverage Part are solely for convenience and form no part of the terms, conditions, exclusions and limitations of this Coverage Part.



7. Notice Addresses

- a. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Coverage Part Declarations.
- b. All notices to us shall be sent to the address specified in the Coverage Part Declarations. Any such notice shall be effective upon receipt by us at such address.

8. Other Insurance

With respect to any "claim" reported under this Coverage Part, if there is available any other valid and collectible insurance, then this Coverage Part shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's policy number.

9. Spousal / Domestic Partner Extension

If a covered "claim" against an "insured" also includes a "claim" against the lawful spouse or "domestic partner" of such "insured" solely by reason of (a) such spousal or "domestic partner" status, or (b) such spouse or "domestic partner's" ownership interest in property or assets that are sought as recovery for such "claim", then such spouse or "domestic partner" shall be deemed an "insured" for such "claim". However, this extension shall not apply to the extent the "claim" alleges any act or omission by such spouse or "domestic partner". Coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including, but not limited to, any applicable Deductible, as apply to coverage of the "insured" for such "claim".

10. References To Laws

- a. Wherever this Coverage Part mentions any law, including, without limitation, any statute, act or code of the United States, such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
- b. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, act or code of the United States and such mention is followed by the phrase **or any similar law**, such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

11. Minimum Standards

In the event there is an inconsistency between:

- a. The terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Policy), and
- b. Any other term or condition of this Coverage Part,

It is understood and agreed that, where permitted by law, we shall apply those terms and conditions of **a.** or **b.** above that are more favorable to the "insured".

12. When We Do Not Renew

- a. If we decide not to renew this Coverage Part, we will mail or deliver to the first "named insured" shown in the Coverage Part Declarations written notice of the nonrenewal not less than thirty (30) days before the expiration date.
- b. If notice is mailed, proof of mailing will be sufficient proof of notice.
- c. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this Policy shall also apply to this Coverage Part.



PROFESSIONAL SERVICES ENDORSEMENT – GRAPHIC ARTISTS AND DESIGNERS

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

- I. The definition "professional services" in the **DEFINITIONS** Section is amended to include the following:
- "Professional services" means "graphic designer services", performed by the "insured", in the ordinary conduct of its profession, for others for a fee, remuneration or other consideration.
- II. The following definitions are added to the **DEFINITIONS** Section:
- "Graphic designer services" means services, including advice, regarding the broadcast, display, dissemination, distribution, or creation of "content" or "advertising" by a "graphic designer", whether over the internet or in another medium of communication. "Graphic designer services" does not mean the operation of a radio station, television station or cable system.
- "Content" means data or information in the form of words, numbers, sounds, images or graphics, in electronic, print or broadcast format. "Content" does not include:
- a. Films for theatrical release or television programs; or
 - b. Books or periodical publications that are independent of and separate from "advertising" for clients.
- "Graphic designer" is an organization or individual that manages graphic design, printing and other visual communication methods.
- "Advertising" means materials created for the purposes of publicity, branding, promotion or endorsing. "Advertising" does not include:
- a. Films for theatrical release or television programs; or
 - b. Books or periodical publications that are independent of and separate from "advertising" for clients.
- "Insured's product" means any product created, manufactured, distributed, or sold by, or at the direction of, any "insured" in connection with "professional services".
- III. The **EXCLUSIONS** Section is amended by the addition of the following exclusions:
- o for, based upon, arising from or in any way related to any "claim" brought by or on behalf of the American Society of Composers, Authors and Publishers (ASCAP); the Society of European Stage Authors and Composers; Broadcast Music, Inc.; or any other licensing or rights organization in their regulatory capacity.
 - o for, based upon, arising from or in any way related to any return, restitution or set off of any profits, fees, costs, charges or expenses paid to or charged by any "insured".
 - o for, based upon, arising from or in any way related to the cost of correcting any of the "insured's product" which is incurred by or born by any "insured" or by any entity working on behalf of any "insured", including without limitation:
 - a. cost of recall, recovery, shipment, return shipment, reshooting, recreating or reprinting;
 - b. determination of or recommendation for any method, materials or costs of corrections;
 - c. performance or supervision of services associated with corrections; or
 - d. recommendation of another to design, perform or supervise services associated with corrections.

All other terms and conditions remain unchanged.



EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

NOTICE: COVERAGE PROVIDED BY THIS COVERAGE PART IS CLAIMS MADE COVERAGE. EXCEPT AS OTHERWISE SPECIFIED HEREIN: COVERAGE APPLIES ONLY TO A CLAIM FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND WHICH HAS BEEN REPORTED TO US IN ACCORDANCE WITH THE APPLICABLE NOTICE PROVISIONS. COVERAGE IS SUBJECT TO THE INSURED'S PAYMENT OF THE APPLICABLE DEDUCTIBLE. PAYMENTS OF CLAIM EXPENSES ARE SUBJECT TO, AND REDUCE, THE AVAILABLE LIMITS OF LIABILITY. PLEASE READ THE COVERAGE PART CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER. UPON TERMINATION OF THIS COVERAGE PART, EXTENDED REPORTING PERIOD COVERAGE IS AVAILABLE.

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EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE)

Various provisions in this Policy restrict coverage. Please read the entire Policy carefully to determine your rights, duties and what is and is not covered.

Throughout this Coverage Part the words you and your refer to the "Named Insured" in the Declarations. The words we, us and our refer to the stock insurance company member of THE HARTFORD shown on the Declarations Page.

Words and phrases that appear in quotation marks are defined in **SECTION II - DEFINITIONS** of this Coverage Part.

In consideration of, and subject to, the payment of the premium by you and in reliance upon the accuracy and completeness of the "application", including but not limited to the statements, attachments and exhibits contained in and submitted with the "application", we agree with you, subject to all terms, exclusions and conditions of this Coverage Part, as follows:

SECTION I - INSURING AGREEMENT

Employment Practices Liability

We shall pay "loss" on behalf of the "insureds" resulting from an "employment practices claim" first made against the "Insureds" during the "policy period" or Extended Reporting Period, if applicable, for an "employment practices wrongful act" by the "insureds".

SECTION II – DEFINITIONS

- A. "Application" means the application for this Coverage Part, including any materials or information submitted therewith or made available to us during the underwriting process, which application shall be on file with us. Such "application" shall be deemed a part of this Coverage Part and attached hereto. In addition, "application" includes any warranty, representation or other statement provided to us within the past three years in connection with any policy or coverage part of which this Coverage Part is a renewal or replacement.
- B. "Benefits" means perquisites, fringe benefits, deferred compensation, severance pay and any other form of compensation (other than salaries, wages, or bonuses as a component of a front or back pay award).
- C. "Claim" means any "employment practices claim".
- D. "Claim expenses" means:
 - 1. reasonable and necessary legal fees and expenses, including, but not limited to, e-discovery expenses, incurred in the defense or appeal of a "claim";
 - 2. "Extradition costs"; or
 - 3. the costs of appeal, attachment or similar bonds, provided that we shall have no obligation to furnish such bonds.

However, "claim expenses" shall not include:

- a. salaries, wages, remuneration, overhead or benefit expenses associated with any "insureds";
 - b. any fees, expenses or costs which are incurred by or on behalf of a party which is not a covered "insured"; or
 - c. any fees, expenses or costs which were incurred prior to the date on which we received written notice of the "claim" from the "insured".
- E. "Controlled partnership" means a limited partnership in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the limited partnership interest and an "insured entity" is the sole general partner.
- F. "Damages" means the amounts, other than "claim expenses", that the "insureds" are legally liable to pay solely as a result of a "claim" covered by this Coverage Part, including:



1. compensatory damages, including front pay and back pay;
2. settlement amounts;
3. pre- and post-judgment interest;
4. costs awarded pursuant to judgments;
5. punitive and exemplary damages;
6. the multiple portion of any multiplied damage award; or
7. liquidated damages under the Age Discrimination in Employment Act and the Family and Medical Leave Act.

However, "damages" shall not include:

- a. taxes, fines or penalties imposed by law;
 - b. non-monetary relief;
 - c. "Benefits";
 - d. future compensation for any person hired, promoted, or reinstated pursuant to a judgment, settlement, order or other resolution of a "claim";
 - e. "Stock benefits";
 - f. costs associated with providing any accommodations required by the Americans with Disabilities Act or any similar law; or
 - g. any other matters uninsurable pursuant to any applicable law; provided, however, that with respect to punitive and exemplary damages, or the multiple portion of any multiplied damage award, the insurability of such damages shall be governed by the internal laws of any applicable jurisdiction that most favors coverage of such damages.
- G.** "Debtor in possession" means a "debtor in possession" as such term is defined in Chapter 11 of the United States Bankruptcy Code as well as any equivalent status under any similar law.
- H.** "Domestic partner" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law or any domestic partner relationship arrangement recognized outside of the United States and under the Human Resource policy of the "insured entity".
- I.** "Employee" means any natural person who was, is or shall become a(n):
1. employee of an "insured entity" including any part time, seasonal, temporary, leased, or loaned employee; or
 2. volunteer or intern with an "insured entity".
- J.** "Employee data privacy wrongful act" means:
1. the failure to prevent any unauthorized access to or use of data containing "Private Employment Information" of any "Employee" or applicant for employment with the "Insured Entity" including any such failure that directly results in a violation with respect to the privacy of such "Employee's" or applicant's medical information under the Health Insurance Portability and Accountability Act (HIPAA) or credit information under the Fair Credit Reporting Act (FCRA); or
 2. the failure to notify any "employee" or applicant for employment with the "insured entity" of any actual or potential unauthorized access to or use of "private employment information" of any "employee" or applicant for employment with the "insured entity", if such notice was required by state or federal regulation or statute.
- K.** "Employment practices claim" means any:
1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand, including, without limitation, a written demand for employment reinstatement;
 2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
 3. formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document;



by or on behalf of an "employee", an applicant for employment with an "insured entity", or an "independent contractor".

"Employment practices claim" also means the receipt of a notice of violation, order to show cause, or a written demand for monetary or injunctive relief that is the result of an audit conducted by the United States Office of Federal Contract Compliance Programs.

"Employment practices claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "Employment practices claim" as described above. Such "claim" shall be commenced by the receipt of such request.

However, "employment practices claim" shall not include any labor or grievance proceeding or arbitration that is subject to a collective bargaining agreement.

L. "Employment practices wrongful act" means:

1. wrongful dismissal, discharge, or termination of employment (including constructive dismissal, discharge, or termination), wrongful failure or refusal to employ or promote, wrongful discipline or demotion, failure to grant tenure, negligent employment evaluation, or wrongful deprivation of career opportunity;
2. sexual or other workplace harassment, including bullying in the workplace, quid pro quo and hostile work environment;
3. employment discrimination, including discrimination based upon age, gender, race, color, creed, marital status, sexual orientation or preference, gender identity or expression, genetic makeup, or refusal to submit to genetic makeup testing, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state, or local law;
4. "Retaliation";
5. breach of any oral, written, or implied employment contract, including, without limitation, any obligation arising from a personnel manual, employee handbook, or policy statement; or
6. violation of the Family and Medical Leave Act.

"Employment practices wrongful act" also means the following, but only when alleged in addition to or as part of any "employment practices wrongful act" described above:

- a. employment-related wrongful infliction of mental anguish or emotional distress;
- b. failure to create, provide for or enforce adequate or consistent employment-related policies and procedures;
- c. negligent retention, supervision, hiring or training;
- d. employment-related invasion of privacy, defamation, or misrepresentation; or
- e. an "employee data privacy wrongful act".

M. "ERISA" means the Employee Retirement Income Security Act of 1974.

N. "Extradition costs" means reasonable and necessary fees and expenses directly resulting from a "claim" in which an "insured person" lawfully opposes, challenges, resists or defends against any request for the extradition of such "insured person" from his or her current country of employ and domicile to any other country for trial or otherwise to answer any criminal accusation, including the appeal of any order or other grant of extradition of such "insured person".

O. "Financial insolvency" means the status of an "insured entity" as a result of:

1. the appointment of any conservator, liquidator, receiver, rehabilitator, trustee, or similar official to control, supervise, manage or liquidate such "insured entity"; or
2. such "insured entity" becoming a "debtor in possession".

P. "Independent contractor" means any natural person working in the capacity of an independent contractor pursuant to an "independent contractor agreement".



- Q.** "Independent contractor agreement" means any express contract or agreement between an "independent contractor" and an "insured entity" specifying the terms of the "insured entity's" engagement of such "independent contractor".
- R.** "Insured entity" means:
1. the "named insured"; or
 2. any "subsidiary".
- "Insured entity" shall include any such entity as a "debtor in possession".
- "Insured entity" shall also include any such entity in its capacity as a general partner of a "controlled partnership".
- S.** "Insured person" means any:
1. "Employee";
 2. "Manager"; or
 3. regarding the Employment Practices Liability Insuring Agreement, an "independent contractor" provided that within 30 days of an "employment practices claim" having been made against such "independent contractor" that the "insured entity" agrees in writing to indemnify such "independent contractor" for any "loss" arising out of such "claim".
- T.** "Insureds" means any:
1. "Insured entity"; or
 2. "Insured person".
- U.** "Interrelated wrongful acts" means "wrongful acts" that have as a common nexus any fact, circumstance, situation, event, transaction, goal, motive, methodology, or cause or series of causally connected facts, circumstances, situations, events, transactions, goals, motives, methodologies or causes.
- V.** "Loss" means "claim expenses" and "damages".
- W.** "Manager" means any natural person who was, is or shall become a(n):
1. duly elected or appointed director, advisory director, board observer, advisory board member, officer, member of the board of managers or management committee member of an "insured entity";
 2. "Employee" in his/her capacity as legal counsel to an "insured entity"; or
 3. executive of an "insured entity" created outside the United States to the extent that such executive holds a position equivalent to those described in 1. or 2. above.
- X.** "Named insured" means the individuals, partnerships or corporations designated in the Declarations.
- Y.** "Notice manager" means the natural persons in the offices of the chief executive officer, chief financial officer, general counsel, risk manager, human resources manager or any equivalent position to the foregoing, of an "Insured Entity".
- Z.** "Policy period" means the period from the Effective Date to the Expiration Date set forth in the Declarations or any earlier cancellation date.
- AA.** "Private employment information" means any information regarding an "employee" or applicant for employment with the "insured entity", which is collected or stored by an "insured" for the purposes of establishing, maintaining or terminating an employment relationship.
- BB.** "Retaliation" means adverse treatment of an "employee" or "independent contractor" based upon such person:
1. exercising any rights under law, including, without limitation, rights under any workers compensation laws, the Family and Medical Leave Act, "ERISA", or the Americans with Disabilities Act;
 2. refusing to violate any law;
 3. assisting, testifying, or cooperating with a proceeding or investigation regarding alleged violations of law by any "insured";



4. disclosing or threatening to disclose alleged violations of law to a superior or to any governmental agency; or
5. filing any *whistle blower* claim against any "insured" under the federal False Claims Act, the Sarbanes-Oxley Act of 2002, or any similar law.

CC. "Stock benefits" means any offering, plan or agreement between an "insured entity" and any "employee" that grants stock, stock options or stock appreciation rights in the "insured entity" to such person, including, without limitation, restricted stock or any other stock grant. "Stock benefits" shall not include employee stock ownership plans or employee stock purchase plans.

DD. "Subsidiary" means any:

1. corporation in which and so long as the "named insured" owns or controls, directly or indirectly, more than 50% of the outstanding securities representing the right to vote for the election of the board of directors of such corporation;
2. limited liability company in which and so long as the "named insured" owns or controls, directly or indirectly, the right to elect, appoint or designate more than 50% of such entity's managing members;
3. a "controlled partnership";
4. corporation operated as a joint venture in which and so long as the "named insured" owns or controls, directly or indirectly, exactly 50% of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, the "named insured" solely controls the management and operation of such corporation; or
5. foundation, charitable trust or political action committee in which and so long as such entity or organization is controlled by the "named insured" or any "subsidiary" as defined in 1. through 4. above.

EE. "Wage and hour violation" means any actual or alleged violation of the duties and responsibilities that are imposed upon an "insured" by any federal, state or local law or regulation anywhere in the world, including but not limited to the Fair Labor Standards Act or any similar law (except the Equal Pay Act), which govern wage, hour and payroll practices. Such practices include but are not limited to:

1. the calculation and payment of wages, overtime wages, minimum wages and prevailing wage rates;
2. the calculation and payments of benefits;
3. the classification of any person or organization for wage and hour purposes;
4. reimbursing business expenses;
5. the use of child labor; or
6. garnishments, withholdings and other deductions from wages.

FF. "Wrongful act" means any actual or alleged "employment practices wrongful act".

SECTION III - EXCLUSIONS

A. We shall not pay "Loss":

1. for bodily injury, sickness, disease, death, false arrest or imprisonment, abuse of process, malicious prosecution, trespass, nuisance or wrongful entry or eviction, or for injury to or destruction of any tangible property including loss of use or diminution of value thereof; provided, however, that this exclusion shall not apply to that portion of "loss" that directly results from mental anguish or emotional distress when alleged in connection with an otherwise covered "employment practices wrongful act";
2. for any actual or alleged "wrongful act" by "insured persons" of any "subsidiary" in their capacities as such, or by any "subsidiary", if such "wrongful act" actually or allegedly occurred when such entity was not a "subsidiary";
3. in connection with any "claim" based upon, arising from, or in any way related to any:
 - a. prior or pending demand, suit, or proceeding against any "insured" as of, or
 - b. audit initiated by the United States Office of Federal Contract Compliance Programs before,



the effective date of the first Employment Practices Liability Coverage Part issued and continuously renewed by us, or the same or substantially similar fact, circumstance, or situation underlying or alleged in such demand, suit, proceeding, or audit;

4. in connection with any "claim" based upon, arising from, or in any way related to any fact, circumstance, or situation that, before the Effective Date in the Declarations, was the subject of any notice given under any other employment practices liability policy, management liability policy or other insurance policy which insures "wrongful acts" covered under this Coverage Part;
 5. in connection with any "claim" based upon, arising from, or in any way related to the liability of others assumed by an "insured" under any contract or agreement; provided, however, this exclusion shall not apply to liability that would have been incurred in the absence of such contract or agreement;
 6. for breach of any "independent contractor agreement"; or
 7. for a lockout, strike, picket line, hiring of replacement workers or similar action in connection with any labor dispute, labor negotiation or collective bargaining agreement.
- B.** We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:
1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
 2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
 3. any "wage and hour Violation"
- Provided, however, that this exclusion **B.** shall not apply to that portion of "loss" that represents a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation".
- C.** We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to liability incurred for breach of any oral, written, or implied employment contract; provided, however, that this exclusion shall not apply to liability that would have been incurred in the absence of such contract nor shall it apply to the portion of "loss" representing "claim expenses" incurred to defend against such liability.

SECTION IV - DISCOVERY CLAUSE

If, during the "policy period", the "insureds" become aware of a "wrongful act" that may reasonably be expected to give rise to a "claim", and, if written notice of such "wrongful act" is given to us during the "policy period", including the reasons for anticipating such a "claim", the nature and date of the "wrongful act", the identity of the "insureds" allegedly involved, the alleged injuries or damages sustained, the names of potential claimants, and the manner in which the "insureds" first became aware of the "wrongful act", then any "claim" subsequently arising from such "wrongful act" shall be deemed to be a "claim" first made during the "policy period" on the date that we receive the above notice.

SECTION V - EXTENDED REPORTING PERIOD

Subject to provisions **A.** through **G.** below, if this Coverage Part is canceled or non-renewed other than for non-payment of premium, you shall have the right to purchase an extended period to report "claims" under this Coverage Part for any "claim" first made during the period of time set forth in the Supplemental Extended Reporting Period Endorsement, and following the effective date of such cancellation or nonrenewal and reported in writing during such period or within sixty (60) days thereafter, but only with respect to any "wrongful act" which takes place prior to the effective date of such cancellation or nonrenewal.

- A.** The Extended Reporting Period shall be effective only upon the payment of an additional premium. The additional premium will be 200% of the annual advance premium for this coverage. At the commencement of the Extended Reporting Period, the entire premium thereof shall be deemed fully earned and non-refundable.
- B.** The quotation of a different premium or deductible or limit of liability for renewal is not a cancellation or refusal to renew for the purposes of this provision.



- C. You shall have no right to purchase the Extended Reporting Period, unless you have satisfied all conditions of the Coverage Part and all premiums and deductibles outstanding have been paid.
- D. Your right to purchase the Extended Reporting Period shall terminate unless written notice together with full payment of the premium for the Extended Reporting Period is given to us no later than sixty (60) days following the effective date of cancellation or nonrenewal.
- E. The fact that the period of time to report "claims" is extended by virtue of the Extended Reporting Period shall not increase or reinstate the Limit of Liability stated in the Declarations.
- F. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "wrongful acts" that occur before the end of the "policy period".
"Claims" for such injury which are first received within sixty (60) days after the "policy period", or during the Extended Reporting Period if in effect, will be deemed to have been made on the last date of the "policy period".
- G. Once in effect, Extended Reporting Periods may not be canceled by us.

SECTION VI - COVERAGE TERRITORY

Coverage under this Coverage Part applies worldwide, provided that the "claim" is made and any legal action is pursued within the United States, its territories, possessions or commonwealths, or Canada.

SECTION VII - LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The maximum we will pay for each "claim" under this Coverage Part is the Each Claim Limit of Liability stated in the Declarations, subject to the Annual Aggregate Limit of Liability stated in the Declarations.
The maximum we will pay for all "claims" under this Coverage Part is the Annual Aggregate Limit of Liability stated in the Declarations, regardless of the number of "claims".
If the applicable Limit of Liability for this Coverage Part is exhausted, the premium for this Coverage Part shall be deemed fully earned. "Claim expenses" shall be part of, and not in addition to, the Limits of Liability. Payment of "claim expenses" by us shall reduce each Limit of Liability.
- B. We shall pay "loss" in excess of the Deductible applicable to each "claim" as specified on the Declarations.
- C. All Deductibles shall be borne by the "insureds" at their own risk; they shall not be insured.
- D. The Deductible shall apply to "claim expenses" covered hereunder. If, any "claim expenses" are incurred by us prior to the "insured's" complete payment of the Deductible, then the "insureds" shall reimburse us therefor upon our request.
- E. No Deductible shall apply to "loss" incurred by any "insured person" that an "insured entity" is not permitted by common or statutory law to indemnify, or is permitted or required to indemnify, but is not able to do so by reason of "financial insolvency".
- F. If an "insured entity" is permitted or required by common or statutory law to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, and does not do so other than because of "financial insolvency", then such "insured entity" and the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the Deductible that would have applied if such indemnification had been made.
- G. If a "subsidiary" is unable to indemnify an "insured person" for any "loss", or to advance "claim expenses" on their behalf, because of "financial insolvency", then the "named insured" shall reimburse and hold us harmless for our payment or advancement of such "loss" up to the amount of the applicable Deductible that would have applied if such indemnification had been made.

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



SECTION VIII - DUTIES IN THE EVENT OF CLAIM; DEFENSE AND SETTLEMENT

- A. We shall have the right and duty to defend "claims" covered under this Coverage Part, even if such "claim" is groundless, false or fraudulent, provided that:
1. the "insureds" give notice to us in accordance with the applicable notice provisions; and
 2. such "claim" does not involve allegations, in whole or in part, of a "wage and hour violation".

For any "claim" involving allegations, in whole or in part, of a "wage and hour violation", it shall be the duty of the "insureds", and not our duty, to defend such "claim".

- B. If we have the duty to defend a "claim", our duty to defend such "claim" shall cease upon exhaustion of any applicable Limit of Liability.
- C. The "insureds" shall not admit or assume any liability, make any settlement offer or enter into any settlement agreement, stipulate to any judgment, or incur any "claim expenses" regarding any "claim" without our prior written consent, such consent not to be unreasonably withheld. We shall not be liable for any admission, assumption, settlement offer or agreement, stipulation, or "claim expenses" to which we have not consented.
- D. We shall have the right to associate ourself in the defense and settlement of any "claim" that appears reasonably likely to involve this Coverage Part. We may make any investigation we deem appropriate in connection with any "claim". We may, with the written consent of the "insureds", settle any "claim" for a monetary amount that we deem reasonable.
- E. The "insureds" shall give to us all information and cooperation as we may reasonably request. However, if we are, in our sole discretion, able to determine coverage for cooperating "insureds", the failure of one "insured person" to cooperate with us shall not impact coverage provided to cooperating "insureds".
- F. With respect to a covered "claim" for which we do not have the duty to defend, we shall advance "claim expenses" in accordance with Section VIII I. that we believe to be covered under this Coverage Part until a different allocation is negotiated, arbitrated or judicially determined.

G. Required Notice to Us

As a condition precedent to coverage under this Coverage Part, the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

1. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
2. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, however, that if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

However, with regard to any "employment practices claim" which is brought as a formal administrative or regulatory proceeding, including, without limitation, a proceeding before the Equal Employment Opportunity Commission or similar governmental agency, commenced by the filing of a notice of charges, formal investigative order or similar document, as a condition precedent to coverage under this Coverage Part the "insureds" shall give us written notice of any "claim" as soon as practicable after a "notice manager" becomes aware of such "claim", but in no event later than:

3. if this Coverage Part is renewed, no more than 180 days after a "notice manager" becomes aware of such "claim"; or
4. if this Coverage Part expires or is otherwise terminated without being renewed with us, ninety (90) days after the effective date of said expiration or termination; or
5. subject to **SECTION V**, the expiration of the Extended Reporting Period, if applicable;

provided, if the Coverage Part is cancelled for non-payment of premium, the "insured" will give us written notice of such "claim", prior to the effective date of cancellation.

**H. Subrogation**

1. We shall be subrogated to all of the "insureds'" rights of recovery regarding any payment of "loss" by us under this Coverage Part. The "insureds" shall execute all papers required and do everything necessary to secure and preserve such rights, including the execution of any documents necessary to enable us to effectively bring suit in the name of the "insureds". The "insureds" shall do nothing to prejudice our position or any potential or actual rights of recovery.
2. We shall not exercise our rights of subrogation against an "insured person" under this Coverage Part unless such "insured person" has:
 - a. obtained any personal profit, remuneration or advantage to which such "insured person" was not legally entitled, or
 - b. committed a criminal or deliberately fraudulent act or omission or any willful violation of law, if a judgment or other final adjudication establishes such personal profit, remuneration, advantage, act, omission, or violation.

I. Allocation

Where "insureds" who are afforded coverage for a "claim" incur an amount consisting of both "loss" that is covered by this Coverage Part and also loss that is not covered by this Coverage Part, because such "claim" includes both covered and uncovered matters, then coverage shall apply as follows:

1. with respect to a covered "claim" for which we have the duty to defend:
 - a. 100% of the "insured's" "claim expenses" shall be allocated to covered "loss"; and
 - b. All other "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.
2. with respect to a covered "claim" for which we do not have the duty to defend, all "loss" shall be allocated between covered "loss" and non-covered loss based upon the relative legal exposure of all parties to such matters.

SECTION IX - CONDITIONS**A. Coverage Part Priority; Headings**

If any provision in this Coverage Part is inconsistent or in conflict with the terms and conditions of any provisions in this Policy, the terms and conditions of this Coverage Part shall control only for purposes of determining coverage hereunder. The headings of the various sections of this Coverage Part are intended for reference only and shall not be part of the terms and conditions of coverage.

B. Notice Addresses

1. All notices to the "insureds" shall be sent to the first "named insured" at the address specified in the Declarations.
2. All notices to us shall be sent to the address specified in the Declarations. Any such notice shall be effective upon receipt by us at such address.

C. Spousal/Domestic Partner Liability Coverage

Coverage shall apply to the lawful spouse or "domestic partner" of an "insured person" for a "claim" made against such spouse or "domestic partner", provided that:

1. such "claim" arises solely out of:
 - a. such person's status as the spouse or "domestic partner" of an "insured person"; or
 - b. such spouse or "domestic partner's" ownership of property sought as recovery for a "wrongful act";
2. the "insured person" is named in such "claim" together with the spouse or "domestic partner"; and
3. coverage of the spouse or "domestic partner" shall be on the same terms and conditions, including any applicable Deductible, that applies to coverage of the "insured person" for such "claim".

No coverage shall apply to any "claim" for a "wrongful act" of such spouse or "domestic partner".

**D. Estates and Legal Representatives**

In the event of the death, incapacity or bankruptcy of an "insured person", any "claim" made against the estate, heirs, legal representatives or assigns of such "insured person" for a "wrongful act" of such "insured person" shall be deemed to be a "claim" made against such "insured person". No coverage shall apply to any "claim" for a "wrongful act" of such estate, heirs, legal representatives or assigns.

E. Minimum Standards

In the event that there is an inconsistency between:

1. the terms and conditions that are required to meet minimum standards of a state's law (pursuant to a state amendatory endorsement attached to this Coverage Part), and
 2. any other term or condition of this Coverage Part,
- it is understood and agreed that, where permitted by law, we shall apply those terms and conditions of 1. or 2. above that are more favorable to the "insured".

F. Other Insurance

1. The coverage provided under this Coverage Part for any "employment practices claim" shall be primary.
2. Notwithstanding the above, the coverage provided under this Coverage Part for any "employment practices claim" made against a temporary, leased or loaned "employee" or an "independent contractor" shall be excess of the amount of any deductible, retention and limits of liability under any other policy or policies applicable to such "claim", whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy or policies to this Policy's Policy number.

G. Interrelationship of Claims

All "claims" based upon, arising from or in any way related to the same "wrongful act" or "interrelated wrongful acts" shall be deemed to be a single "claim" for all purposes under this Coverage Part first made on the earliest date that:

1. any of such "claims" was first made, regardless of whether such date is before or during the "policy period";
2. notice of any "wrongful act" described above was given to us under this Coverage Part pursuant to Sections IV or VIII; or
3. notice of any "wrongful act" described above was given under any prior insurance policy.

H. Deductible Waiver

Regarding a "claim" that is a class action civil proceeding, no Deductible shall apply to "claim expenses" incurred in connection with such "claim", and we shall reimburse the "insureds" for any covered "claim expenses" paid by the "insureds" within the Deductible otherwise applicable to such "claim", if a:

1. final adjudication with prejudice pursuant to a trial, motion to dismiss or motion for summary judgment; or
 2. complete and final settlement with prejudice;
- establishes that none of the "insureds" in such "claim" are liable for any "loss".

I. Application

1. The "insureds" represent that the Declarations and statements contained in the "application" are true, accurate and complete. This Coverage Part is issued in reliance upon the "application".
2. If the "application" contains intentional misrepresentations or misrepresentations that materially affect the acceptance of the risk by us no coverage shall be afforded under this Coverage Part for any "insureds" who knew on the Effective Date of this Coverage Part of the facts that were so misrepresented, provided that:
 - a. knowledge possessed by any "insured person" shall not be imputed to any other "insured person"; and
 - b. knowledge possessed by any of your chief executive officer, general counsel, chief financial officer, human resources director or any position equivalent to the foregoing of the "named insured", or anyone signing the "application", shall be imputed to all "insured entities". No other person's knowledge shall be imputed to an "insured entity".

**J. Changes in Exposure****1. Acquisitions or Created Subsidiaries**

If, before or during the "policy period", any "insured entity" acquires or creates a "subsidiary", then such acquired or created entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such acquisition or creation. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such acquisition or creation, or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any such acquired or created entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such acquisition or creation, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the acquisition or creation as soon as practicable (but, in all cases, within ninety (90) days of such acquisition or creation). There shall be no coverage under any renewal or replacement of this Coverage Part for any such new "subsidiary" and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

2. Mergers

If, before or during the "policy period", any "insured entity" merges with another entity such that the "insured entity" is the surviving entity, then such merged entity and its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, shall be "insureds" to the extent such entities and persons would otherwise qualify as "insureds" under this Coverage Part, but only for "wrongful acts" occurring after such merger. No coverage shall be available for any "wrongful act" of such "insureds" occurring before such merger or for any "interrelated wrongful acts" thereto.

However, if the fair value of the assets of any newly merged entity exceed 25% of the total assets of the "named insured" as reflected in its most recent consolidated financial statements prior to such merger, then, as a condition precedent to coverage hereunder, the "insureds" shall give us written notice and full, written details of the merger as soon as practicable (but, in all cases, within ninety (90) days of such merger). There shall be no coverage under any renewal or replacement of this Coverage Part for any newly merged entity or any of its subsidiaries, and any natural persons that would qualify as "insured persons" thereof, unless the "insureds" comply with the terms of this provision.

3. Takeover of Named Insured

If, before or during the "policy period":

- a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled and the entire premium for this Coverage Part shall be deemed fully earned. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

4. Loss of Subsidiary Status

If, before or during the "policy period", any entity ceases to be a "subsidiary", then coverage shall be available under this Coverage Part for such "subsidiary" and its "insured persons", but only for a "wrongful act" of such "insureds" occurring before such transaction. No coverage shall be available for any "wrongful act" of such "insureds" occurring after such transaction.



K. References To Laws

1. Wherever this Coverage Part mentions any law, including, without limitation, any statute, Act or Code of the United States, such mention shall be deemed to include all amendments of, and all rules or regulations promulgated under, such law.
2. Wherever this Coverage Part mentions any law or laws, including, without limitation, any statute, Act or Code of the United States, and such mention is followed by the phrase "or any similar law", such phrase shall be deemed to include all similar laws of all jurisdictions throughout the world, including, without limitation, statutes and any rules or regulations promulgated under such statutes as well as common law.

L. Action Against Us

1. No action shall be taken against us unless there shall have been full compliance with all the terms and conditions of this Coverage Part.
2. No person or organization shall have any right under this Coverage Part to join us as a party to any "claim" against the "insureds" nor shall we be impleaded by the "insureds" in any such "claim".

M. Entire Agreement

This Coverage Part, the "application" and any written endorsements attached hereto, along with the Declarations constitute the entire agreement between you and us relating to this Coverage Part's insurance.

N. Bankruptcy or Insolvency

Bankruptcy or insolvency of any "insureds" shall not relieve us of any of our obligations under this Coverage Part.

O. Authorization of First Named Insured

The first "named insured" shall act on behalf of all "Insureds" with respect to all matters under this Coverage Part, including, without limitation, giving and receiving of notices regarding "claims", cancellation, election of the Extended Reporting Period, payment of premiums, receipt of any return premiums, and acceptance of any endorsements to this Coverage Part.

P. When We Do Not Renew

1. 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 thirty (30) days before the expiration date.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. Any state amendatory endorsement changing Nonrenewal Conditions for any part of this Policy shall also apply to this Coverage Part.



WAGE AND HOUR CLAIMS EXPENSES - EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

Exclusion **B.** in **SECTION III - EXCLUSIONS** is deleted and replaced by the following:

B. We shall not pay "loss" in connection with any "claim" based upon, arising from, or in any way related to:

1. any claims for unpaid wages (including overtime pay), workers' compensation benefits, unemployment compensation, disability benefits, or social security benefits;
2. any actual or alleged violation of the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, "ERISA", or any similar law; or
3. any "wage and hour violation".

Provided, however, that this Exclusion B. shall not apply to that portion of "loss" that represents:

- a. a specific amount the "insureds" become legally obligated to pay solely for a "wrongful act" of "retaliation"; or
- b. "Claims expenses" incurred to defend a "wage and hour violation" referenced in sub-paragraph 3. above subject to a Sub-Limit of Liability of \$25,000 that is part of, and not in addition to, the Limits of Liability applicable to this Coverage Part (the Wage and Hour Defense Costs Sub-Limit). Moreover:
 1. SECTION VIII.I.2. of this Coverage Part notwithstanding, 100% of the "insured's" "claims expenses" covered pursuant to this sub-paragraph b. shall be allocated to covered "loss" until the Wage and Hour Defense Costs Sub-Limit is exhausted. Once the Wage and Hour Defense Costs Sub-Limit is exhausted, allocation shall continue in accordance with SECTION VIII.I.2.;
 2. the Wage and Hour Defense Costs Sub-Limit is available notwithstanding the fact that a "wage and hour violation" is not an "employment practices wrongful act"; and
 3. the Wage and Hour Defense Costs Sub-Limit is only available for "claim expenses" incurred to defend a "wage and hour violation" that occurred on or after the "retroactive date" and before the end of the "policy period", regardless of whether any such "claim" for a "wage and hour violation" is made during the "policy period" or the Extended Reporting Period, if applicable.

All other terms and conditions of this Coverage Part remain unchanged.



THIRD PARTY LIABILITY ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION I - INSURING AGREEMENT of this Coverage Part is amended to include the following:

Third Party Liability

We shall pay "loss" on behalf of the "insureds" resulting from a "third party claim" first made against the "insureds" during the "policy period" or the Extended Reporting Period, if applicable, for a "third party wrongful act" by the "insureds."

II. SECTION II - DEFINITIONS of this Coverage Part is amended in the following manner:

A. The definition of "claim" is amended to include the following:

"Claim" also means any "third party claim".

B. The definition of "wrongful act" is amended to include the following:

"Wrongful act" also means any actual or alleged "third party wrongful act".

C. The following definitions are added:

"Third party" means any natural person who is a customer, vendor, service provider or other business invitee of an "insured entity". "Third party" shall not include "employees".

"Third party claim" means any:

1. written demand for monetary damages or other civil non-monetary relief commenced by the receipt of such demand;
2. civil proceeding, including an arbitration or other alternative dispute resolution proceeding, commenced by the service of a complaint, filing of a demand for arbitration, or similar pleading; or
3. Formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order or similar document;

by or on behalf of a "third party".

"Third party claim" also means a written request to the "insureds" to toll or waive a statute of limitations regarding a potential "third party claim" as described above. Such "claim" shall be commenced by the receipt of such request.

"Third party wrongful act" means:

1. discrimination against a "third party" based upon age, gender, race, color, national origin, religion, creed, marital status, sexual orientation or preference, pregnancy, disability, HIV or other health status, Vietnam Era Veteran or other military status, or other protected status established under federal, state or local law; or
2. sexual harassment or other harassment of a "third party", including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature.

III. The following exclusion is added to **SECTION III - EXCLUSIONS:**

We shall not pay "loss" in connection with any "third party claim" based upon, arising from or in any way related to any price discrimination or violation of any anti-trust law or any similar law designed to protect competition or prevent unfair trade practices.

All other terms and conditions of this Coverage Part remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



RETROACTIVE DATE ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

I. SECTION I - INSURING AGREEMENT of this Coverage Part is amended to include the following:

This Coverage Part applies only to "claims" for "wrongful acts" that occurred on or after the "retroactive date" set forth in the Declarations and before the end of the "policy period", regardless of whether such "claim" is made during the "policy period" or the Extended Reporting Period, if applicable.

II. The following definition is added to **SECTION II - DEFINITIONS** of this Coverage Part:

"Retroactive date" means the date specified in the Declarations. If no date is specified, the "retroactive date" will be the same as the Effective Date of this Coverage Part.

All other terms and conditions of this Coverage Part remain unchanged.



TEXAS AMENDATORY ENDORSEMENT – EMPLOYMENT PRACTICES LIABILITY

This endorsement modifies insurance provided under the following:

EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

- I. **SECTION IX. CONDITIONS**, paragraph J. **Changes in Exposure**, subparagraph 3. **Takeover of Named Insured** is deleted and replaced with the following:

3. Takeover of Named Insured

If, before or during the "policy period:

- a. the "named insured" merges into or consolidates with another entity such that the "named insured" is not the surviving entity; or
- b. more than 50% of the securities representing the right to vote for the "named insured's" board of directors or managers is acquired by another person or entity, group of persons or entities, or persons and entities acting in concert,

then coverage shall continue under this Coverage Part, but only for "wrongful acts" occurring before any such transaction. No coverage shall be available for any "wrongful act" occurring after such transaction. Upon such transaction, this Coverage Part shall not be cancelled. The "insured" shall give us written notice and full, written details of such transaction as soon as practicable (but, in all cases, within ninety (90) days of such transaction). If any transaction described herein occurs, then we will not be obligated to offer any renewal or replacement of this Coverage Part.

All other terms and conditions remain unchanged.



TEXAS NOTICE

Please be advised that this notice applies to the Employment Practices Liability Coverage Part.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call The Hartford Insurance Group for information or to make a complaint at:

1-860-547-5000(Information)

1-800-451-6944(Complaints)

You may also write to The Hartford:

The Hartford
Hartford Financial Products
277 Park Avenue, 15th Floor
New York, New York 10172
1-212-277-0400

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for your information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja.

Puede comunicarse con su agente.

Usted puede llamar The Hartford Insurance Group para informacion o para someter una queja al:

1-860-547-5000(Informacion)

1-800-451-6944(Quejas)

Usted tambien puede escribir a The Hartford.

The Hartford
Hartford Financial Products
277 Park Avenue, 15th Floor
New York, New York 10172
1-212-277-0400

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax Number: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- o Your total policy premium will appear on your policy's Declarations Page. You will be billed based on the payment plan you selected.
- o You may pay the "minimum due" as it appears on your insurance bill or pay the policy balance in full.
- o An installment service fee is added to each installment. A late fee will also be applied if the "minimum due" is not **received** by the due date shown on your bill. Service and late payment fees do not apply in all states.
- o If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an **audit** will be billed in full on your next bill date following the completion of the audit.
- o If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us **at least 3 days prior** to the scheduled withdrawal date at the telephone number shown below.
- o If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our "Equal Installment" feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.
- o If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy's renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.
- o **One bill convenience** -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You're In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide **how** your payments are made ...

- o **Repetitive EFT:** Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.
- o **Pay Online:** Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!
- o **Pay by Check:** Send a check with your remittance stub in the envelope provided with your bill.
- o **Pay by Phone:** Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number:
1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.



COMMON POLICY CONDITIONS

DECLARATIONS AND COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

QUICK REFERENCE - SPECTRUM POLICY

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COMMON POLICY CONDITIONS

All coverages of 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. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this Policy:
 - (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
 - (a) Seasonal unoccupancy; or
 - (b) Buildings in the course of construction, renovation or addition.
Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
 - (2) After damage by a Covered Cause of Loss, permanent repairs to the building:
 - (a) Have not started; and
 - (b) Have not been contracted for,
within 30 days of initial payment of loss.
 - (3) The building has:
 - (a) An outstanding order to vacate;
 - (b) An outstanding demolition order; or
 - (c) Been declared unsafe by governmental authority.
 - (4) Fixed and salvageable items have been or are being removed from the building and are not being replaced. This does not apply to such removal that is necessary or incidental to any renovation or remodeling.
 - (5) Failure to:
 - (a) Furnish necessary heat, water, sewer service or electricity for 30 consecutive days or more, except during a period of seasonal unoccupancy; or
 - (b) Pay property taxes that are owed and have been outstanding for more than one year following the date due. This provision will not apply where you are in a bona fide dispute with the taxing authority regarding payment of such taxes.
 - b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - c. 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 canceled, we will send the first Named Insured any premium refund due. Such 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



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. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Policy is void in any case of fraud by you as it relates to this Policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Policy;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Policy.

D. EXAMINATION OF YOUR BOOKS AND RECORDS

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

E. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations will 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 any person. We do not represent or warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

F. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to, or at any time during, the policy period, the broadened coverage will immediately apply to this Policy.

H. PREMIUMS

1. The first Named Insured shown in the Declarations:
 - a. Is responsible for the payment of all premiums; and
 - b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the Policy was issued. If applicable, 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.
3. With our consent, you may continue this Policy in force by paying a continuation premium for each successive policy period. The premium must be:



- a. Paid to us prior to the anniversary date; and
- b. Determined in accordance with Paragraph 2. above.

Our forms then in effect will apply. If you do not pay the continuation premium, this Policy will expire on the first anniversary date that we have not received the premium.

- 4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

I. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

- 1. 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.
- 2. 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.

J. PREMIUM AUDIT

- 1. We will compute all premiums for this Policy in accordance with our rules and rates.
- 2. The premium amount shown in the Declarations is a deposit premium only. At the close of each policy period, we may do an audit to compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- 3. The first Named Insured must maintain all records related to the coverage provided by this Policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

K. PAYMENT OF PREMIUMS

If your initial premium payment is by check draft, electronic funds transfer, credit card, debit card, or any other form of remittance, coverage under the Policy is conditioned on payment to us by the financial institution. If the financial institution does not honor such remittance upon presentment, this policy may, at our option, be deemed void from its inception.

Our President and Secretary have signed this Policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Kevin Barnett, Secretary

M. Ross Fisher, President



TEXAS CHANGES – COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

- A.** If this Policy covers a condominium association and the condominium property contains at least one residence; or the condominium declarations conform with the Texas Uniform Condominium Act, the following provision applies:
- Paragraph **2.** of Section **A.**, **CANCELLATION** is deleted and replaced by the following:
We may cancel this Policy by mailing or delivering written notice of cancellation, stating the reason for cancellation, at least 30 days before the effective date of cancellation. The notice of cancellation will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance.
 - Paragraph **3.**, of Section **A.**, **CANCELLATION** is deleted and replaced by the following:
We will mail or deliver the notice(s) to the last mailing address(es) known to us.
- B.** If this Policy covers one or two family dwellings or governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001) then the following provision applies:
- Paragraph **5.** of Section **A.**, **CANCELLATION** is deleted and replaced with the following:
If this Policy is canceled, we will send the first Named Insured any premium refund due. The cancellation will be effective even if we have not made or offered a refund.
The refund will be pro rata if:
 - We cancel this Policy; or
 - The first Named Insured cancels this Policy because:
 - We refused to provide additional coverage which the first Named Insured requested under the Policy; or
 - We reduced or restricted coverage under the Policy without the consent of the first Named Insured.
The refund may be less than pro rata if the first Named Insured cancels this Policy for a reason other than those listed in **b.(1)** and **b.(2)** above.
 - The following provision is added to Section **A.**, **CANCELLATION** and supersedes any provisions to the contrary:
If this Policy has been in effect for:
 - 90 days or less and is not a renewal of a Policy we issued, we may cancel coverage on one- and two-family dwellings and on governmental units for any reason.
 - More than 90 days or is a renewal of a Policy we issued, we may cancel coverage on one and two-family dwellings and on governmental units only for the following reasons:
 - If the first Named Insured does not pay the premium or any portion of the premium when due;
 - If the Texas Department of Insurance determines that continuation of this Policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
 - If the Named Insured submits a fraudulent claim; or
 - If there is an increase in the hazard covered by this Policy that is within the control of the Named Insured and would produce an increase in the premium rate of this Policy.
 - If such coverage is canceled, we will, at the request of the Named Insured, provide a written statement of the reason or reasons for such cancellation.
In compliance with Texas law, we will not cancel such coverage solely because the policyholder is an elected official



C. If paragraphs **A.** or **B.** above do not apply, and this Policy includes Business Liability coverage then the following provision applies:

1. Paragraph **2.** of Section **A.**, **CANCELLATION** is deleted and replaced by the following:

We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least:

- a. 10 days before the effective date of cancellation.
- b. If this Policy has been in effect for:
 - (1) 60 days or less, we may cancel for any reason, except that, under the provisions of the Texas Insurance Code, we may not cancel this Policy because the policyholder is an elected official; or,
 - (2) More than 60 days, or if it is a renewal or continuation of a Policy issued by us, we may cancel only for one or more of the following reasons, or as permitted by Texas law:
 - (a) Fraud in obtaining coverage;
 - (b) Failure to pay premiums when due;
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of our reinsurance covering all or part of the risk covered by the Policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

D. Paragraph **3.** of Section **H.**, **PREMIUMS** does not apply.

E. The following provision is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this Policy. Under the provisions of the Texas Insurance Code, we may not refuse to renew this Policy solely because the policyholder is an elected official.
2. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.
3. If this Policy covers a condominium association and:
 - a. The condominium property contains at least one residence; or
 - b. The condominium declarations conform with the Texas Uniform Condominium Act;we will mail or deliver written notice of nonrenewal at least 30 days before the expiration or anniversary date of the Policy to the first Named Insured to the last mailing address known to us. We will also provide 30 days written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. If we elect not to renew coverage on one-and two-family dwellings or on governmental units (as defined under 28 Texas Admin. Code, Sec. 5.7001), we will mail or deliver written notice of nonrenewal to the first Named Insured and any mortgage holder shown in the Declarations, at least 30 days before the expiration date. Proof of mailing will be sufficient proof of notice. We will, at the request of the Named Insured, provide a written statement of the reason or reasons for such nonrenewal. If we fail to give the first Named Insured proper notice of our refusal to renew, the first Named Insured may require us to renew the Policy.
 - a. We may elect not to renew such coverage for any reason, subject to the exceptions and limitations in Paragraphs **b.** and **c.** below.
 - b. We will not refuse to renew coverage because of claims for losses resulting from natural causes.
 - c. **Claims That Do Not Result From Natural Causes**
 - (1) If the Named Insured has filed two such claims in a period of less than three years, we may notify the first Named Insured in writing that, if the Named Insured files a third such claim during the three year period, we may refuse to renew coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



(2) If we have previously notified you as provided in (1) above, we may refuse to renew coverage if the Named Insured has filed under this Policy, in any three-year period, three or more claims that do not result from natural causes.

(3) A claim does not include a claim that is filed but is not paid or payable under the Policy.

5. If Paragraphs 3. or 4. above do not apply and we elect not to renew this Policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this Policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium. If notice is mailed, proof of mailing will be sufficient proof of notice.

F. The following provision is added and supersedes any provision to the contrary:

ACTS OR OMISSIONS

No act or omission by any unit-owner will void this Policy or be a condition to recovery under this Policy



IMPORTANT NOTICE

Need Information, Have a complaint, or need help?

If you need information, have a problem with a claim, or your premium, contact your agent who is listed on the Declarations/Information Page of your policy, or on your binder or certificate of insurance first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal with your agent or The Hartford. If you don't, you may lose your right to appeal.

To get information or file a complaint with The Hartford:

Call: **1-877-853-2582**

Online: <https://www.thehartford.com>

Email: agency.services@thehartford.com

Mail: The Hartford

Business Service Center

3600 Wiseman Blvd.

San Antonio, TX 78251

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: **1-800-252-3439**

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the insurance policy.



AVISO IMPORTANTE

¿Necesita información, Tiene una queja o necesita ayuda?

Si necesita información, tiene un problema con un reclamo o su prima de seguro, llame primero a su agente quien esta en la lista en la Página de Declaraciones/Información de su póliza, o en su carpeta de seguro o certificado de seguro. Si no puede resolver el problema, el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) puede ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja o apelación ante su agente o The Hartford. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante The Hartford:

Llame a: **1-877-853-2582**

En línea: <https://www.thehartford.com>

Correo electrónico: agency.services@thehartford.com

Dirección postal: The Hartford

Business Service Center

3600 Wiseman Blvd.

San Antonio, TX 78251

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros, conocer sus derechos o para presentar una queja ante el estado:

1-800-252-3439 (LLame con sus preguntas)

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030

Austin, TX 78711-2030

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solo para información y no se convierte en parte o condición de la póliza de seguro.



LOSS REPORTING FOR THE USAA BUSINESS INSURANCE PROGRAM

When you have a claim, you want it resolved quickly. The Hartford's 24-hour loss reporting center, LossConnect, accelerates the process by taking the information from you directly over the phone...any time, day or night. LossConnect then electronically sends the information to the Hartford claim representative, who will investigate and resolve your claim quickly - so your overall costs can be reduced and you can get back to business.

HOW TO REPORT A COMMERCIAL CLAIM

- Get the facts regarding the incident.
- Gather the information listed below to expedite the call.
- Call 24 hours a day, 365 days a year at 1-877-383-7020.

Information you need before calling LossConnect

When reporting a loss, you will be asked questions regarding your insurance policy, as well as the date, time and type of loss. You may want to have your policy information available for easy reference. The more information you have at hand, the less time the call will take -- and the less need for follow-up.

The **three** most important pieces of information you should have before calling in your loss are your:

Account Number: 34543
Policy Number: 65 SBM BK80H1
USAA Member #: 23027588

The LossConnect representative will also ask for the following information about the incident:

POLICY

- Policy number and limits

INJURED PARTY

- Location of accident/incident (city/state)
- Name and address of injured person(s)
- Type of injury/part of body
- Name and address of authorities contacted
- Name and address of witness
- Name and address of attorney

AUTO/PROPERTY DAMAGE

- Name, address and phone number of other party
- Auto - describe vehicle and damages
- Property - describe vehicle and damages
- Name and address of authorities contacted
- Name and address of witnesses

Losses should always be reported promptly, but please report serious accidents immediately even though all the information may not be readily available.

LossConnect

The only number Hartford customers need to report Commercial Claims
1-877-383-7020



PRODUCER COMPENSATION NOTICE

You can review and obtain information on The Hartford's producer compensation practices at www.TheHartford.com or at 1-800-592-5717.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



DISCLOSURE/CAP ON LOSSES - TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT.

POLICY NUMBER: 65 SBM BK80H1

SCHEDULE

Terrorism Premium:

\$7

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to terrorism coverage is shown in the above Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
 - a. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
 - b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals 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.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for 80% of insured losses attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible.

However, if aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA, exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by any pollution, pathogenic, nuclear hazard or war exclusions.

F. All other terms and conditions remain the same.



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

No coverage is provided by this Policyholder Notice nor can it be 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 the United States. **Please read this Notice carefully.**

The Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy or economy of the United States. OFAC acts under Presidential national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze assets under U.S. jurisdiction. OFAC publishes a list of individuals and companies owned or controlled by, or acting for or on behalf of, targeted countries. It also lists individuals, groups, and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific. Collectively, such individuals and companies are called "Specially Designated Nationals and Blocked Persons" or "SDNs". Their assets are blocked and U.S. persons are generally prohibited from dealing with them. This list can be located on OFAC's web site at – <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 an SDN, as identified by OFAC, the policy is a blocked contract and all dealings with it must involve 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

POLICY NUMBER: 65 SBM BK80H1

NAMED INSURED: Kyle Olson

COMPANY NAME: Property and Casualty Insurance Company of Hartford

EFFECTIVE DATE: 09/28/2024

EXPIRATION DATE: 09/28/2025

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOODS AND SERVICES ENDORSEMENT

We may offer or make "goods or services" available to you through this underwriting company, a non-insurer subsidiary, or unaffiliated third parties as a part of this policy. The "goods or services" are optional and may be provided for a charge, at a discount, on a subsidized basis, or free of charge. In some cases, we may receive a fee from the unaffiliated third parties that provide "goods or services". We do not warrant or guarantee the "goods or services" provided by third parties, and such third parties shall be solely liable and responsible for the "goods or services" they provide. The "goods or services" offered or made available by us may be modified or discontinued at any time.

"Goods or services" means risk mitigation, safety, and/or loss prevention goods, products, services or equipment.