



CRUM & FORSTER®

A FAIRFAX COMPANY

THE DEFENDER

COMMERCIAL UMBRELLA POLICY

United States Fire Insurance Company
A Delaware Corporation
Home Office: Wilmington, DE

The North River Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, NJ

Crum and Forster Insurance Company
A New Jersey Corporation
Home Office: Township of Morris, NJ

CRUM&FORSTER, THE DEFENDER

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COMMERCIAL UMBRELLA POLICY

INTRODUCTION

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

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

The word Insured means any person or organization qualifying as such under Section III., WHO IS AN INSURED.

Other words and phrases that appear in initial capital letters or quotation marks have special meaning. Refer to Section IV., DEFINITIONS and other provisions of this policy for such meanings.

I. COVERAGE – INSURING AGREEMENT

- A. We will pay on behalf of the Insured those sums in excess of the "Retained Limit" which the Insured by reason of liability imposed by law, or tort liability assumed by the Insured under an "Insured Contract" entered into prior to the "Occurrence", shall become legally obligated to pay as damages because of "Bodily Injury", "Property Damage" or "Personal and Advertising Injury". We will also pay on behalf of the Insured those sums in excess of the "Retained Limit" which the Insured becomes legally obligated to pay as a "Covered Pollution Cost or Expense".

However, the amount we pay for damages, or damages and a "Covered Pollution Cost or Expense", is limited as described in SECTION V. LIMITS OF INSURANCE.

- B. With respect to "Bodily Injury" and "Property Damage":

1. This insurance applies only if:

- a. the "Bodily Injury" or "Property Damages" is caused by an "Occurrence" that occurs in the coverage territory during the Policy Period stated in item 2. of the Declarations; and
- b. prior to the Policy Period, no Insured listed under paragraph A. or B. of SECTION III., 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 and therefore not occurring during the Policy Period.

2. "Bodily Injury" or "Property Damage" which occurs during the Policy Period stated in item 2. of the Declarations and was not, prior to the Policy Period, known to have occurred by any Insured listed under paragraph A. or B. of SECTION III., WHO IS AN INSURED or any "Employee" authorized by you to give or receive notice of an "Occurrence" or a claim, includes any continuation, change or resumption of that "Bodily Injury" or "Property Damage" after the end of the Policy Period.
3. "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 A. or B. of SECTION III., WHO IS AN INSURED or any "Employee" authorized by you to give or receive notice of an "Occurrence" or claim:

- a. reports all, or any part, of the "Bodily Injury" or "Property Damage" to us or any other insurer;
 - b. receives a written or verbal demand or claim for damages because of the "Bodily Injury" or "Property Damage"; or
 - c. becomes aware by any other means that "Bodily Injury" or "Property Damage" has occurred or has begun to occur.
4. 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".
- C. With respect to "Personal and Advertising Injury", this insurance applies only if the "Personal and Advertising Liability" is caused by an "Occurrence" committed in the coverage territory during the Policy Period stated in item 2. of the Declarations.
- D. With respect to a "Covered Pollution Cost or Expense", this insurance applies only if:
- 1. the "Covered Pollution Cost or Expense" is caused by an "Occurrence" that occurs in the coverage territory during the Policy Period as stated in item 2. of the Declarations; and,
 - 2. the "Covered Pollution Cost or Expense" results from the ownership, maintenance, or use of an "Automobile" or "Mobile Equipment"; and,
 - 3. either "Bodily Injury" or "Property Damage" is caused by the same "Occurrence" that caused the "Covered Pollution Cost or Expense".
- E. If we are prevented by law or statute from paying on behalf of the Insured, we will, in accordance with paragraphs A., B., C., and D. above, indemnify the Insured for those sums in excess of the "Retained Limit".

II. DEFENSE SETTLEMENT

- A. We will have the right and duty to defend the Insured against any "Suit" seeking damages, or damages and "Covered Pollution Cost or Expense", covered by the terms and conditions of this policy, even if the allegations are groundless, false or fraudulent, when:
- 1. the applicable limits of "Underlying Insurance" and "Other Insurance" have been exhausted by payment of judgments or settlements; or
 - 2. damages, or damages and "Covered Pollution Cost or Expense", are sought which are not covered by the terms and conditions of "Underlying Insurance" or "Other Insurance".
- B. When we assume the defense of any "Suit", we will pay defense expenses incurred by us in addition to the applicable Limits of Insurance stated in Item 4.(a), 4.(b), 4.(c), 4.(d), or 4.(e) of the Declarations, subject to the provisions of paragraph E. below.
- C. With respect to any "Suit" covered by the terms and conditions of this policy, we also have the following obligations, but only to the extent that they are not included in "Underlying Insurance" or "Other Insurance". We will pay our expenses as incurred in addition to the applicable Limits of Insurance stated in Item 4.(a), 4.(b), 4.(c), 4.(d), or 4.(e) of the Declarations, subject to the provisions of paragraph E. below.

We will:

- 1. pay the premium for bonds required by law to release attachments for bond amounts not exceeding the applicable Limits of Insurance set forth in this policy. We are not obligated to apply for or furnish any such bond;
- 2. pay the premium for appeal bonds required by law to appeal any "Suit" we defend, but only for bond amounts not exceeding the applicable Limits of Insurance set forth in this policy. We are not obligated to apply for or furnish any such bond;

3. pay up to \$3,000 in premium for bail bonds, but we are not obligated to apply for or furnish any such bond;
 4. pay all costs taxed against the Insured in any "Suit" we defend;
 5. pay all pre-judgment interest awarded against the Insured attributable to that part of any judgment which we become obligated to pay. Our duty to pay such interest ends when we have offered to pay, or deposited in court, the part of the judgment which we become obligated to pay and which is within the applicable Limits of Insurance set forth in this policy;
 6. pay all post-judgment interest awarded against the Insured attributable to that part of any judgment which we become obligated to pay. Our duty to pay such interest ends when we have paid, or offered to pay or deposited in court, the part of the judgment which we become obligated to pay and which is within the applicable Limits of Insurance set forth in this policy; and
 7. reimburse the Insured for 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 because of time off from work.
- D. In those circumstances where paragraph A. above does not apply, we will have the right but not the obligation to investigate, negotiate, settle or defend any claim or "Suit" brought against, or applicable to, any Insured.

We will have the right and opportunity but not the obligation to associate and participate with the Insured or any provider of "Underlying Insurance" or "Other Insurance" in the investigation, negotiation, settlement or defense of any claim or "Suit" reasonably likely to involve this policy.

If we exercise such rights, we will do so at our own expense.

- E. We will not defend any "Suit" after we have exhausted by payment of settlements or judgments the applicable Limits of Insurance.
- F. If we are prevented by law or statute from complying with SECTION II. DEFENSE SETTLEMENT of this policy, we will reimburse the Insured for any expense incurred with our prior written consent.

III. WHO IS AN INSURED

- A. If you are designated in the Declarations as:
 1. an individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are the sole owner;
 2. a partnership or joint venture, you are an Insured. Your members, your partners, and their spouses are also Insureds, but only with respect to the conduct of your business;
 3. a limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers;
 4. an organization other than a partnership, joint venture or limited liability company, you are an Insured. Your "Executive Officers" and directors are Insureds, but only with respect to their duties as your "Executive Officers" or directors. Your stockholders are also Insureds, but only with respect to their liability as your stockholders;

5. a trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
- B. Each of the following is also an Insured:
1. 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:
 - a. "Bodily Injury" or "Property Damage" arising out of the use of an "Automobile" other than one that you own, hire, rent, or borrow and that is used in your business. This exception to Insured status applies only when such exception is in the "Underlying Insurance"; or
 - b. "Bodily Injury" or "Personal and Advertising Injury"
 - (1) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), 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;
 - (2) to the spouse, child, parent, brother or sister of that co-"Employee" as a consequence of Paragraph b. (1) above; or
 - (3) for which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs b. (1) or (2) above.

These exceptions to Insured status only apply when such exceptions are in the "Underlying Insurance".
 2. any person (other than your "Employee" or "Volunteer Worker") or any organization while acting as your real estate manager;
 3. any of your subsidiary corporations, or any organization that you maintain majority ownership of, or the controlling interest in, other than a newly acquired or formed organization;
 4. any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain majority ownership of or the controlling interest in, will qualify as a Named Insured until the end of the Policy Period set forth in this policy if there is no other similar insurance available to that organization. However:
 - a. coverage does not apply to "Bodily Injury" or "Property Damage" that occurred before you acquired or formed the organization; and
 - b. coverage does not apply to "Personal and Advertising Injury" arising out of an offense committed before you acquired or formed the organization.
 5. any person, organization, trust, or estate that has obligated you by an "Insured Contract" to provide the insurance that is afforded by this policy, but this policy applies:
 - a. only up to the policy limits required by the "Insured Contract", subject to the limits of this policy; and,
 - b. only with respect to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" that occurs subsequent to the time you enter into the "Insured Contract"; and,

- c. only with respect to liability arising out of "Your Work", "Your Product" or property owned or used by you, or with respect to other liability arising out of your negligence.
- 6. any person that has your permission to use an "Automobile" that you own, hire, rent or borrow and that is used in your business, and any person or organization legally responsible for the use of that "Automobile".
- 7. any person or organization having proper temporary custody of your property if you die, but only:
 - a. with respect to liability arising out of the maintenance or use of that property; and
 - b. until your legal representative has been appointed;
- 8. your legal representative if you die, but only with respect to duties as such;
- 9. any person, organization, or trust, other than an additional insured, included as an Insured in the "Underlying Insurance".

Other than as provided in paragraph 3. above, 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.

IV. DEFINITIONS

"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 purposes of this definition:

- 1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- 2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

"Automobile" means:

- 1. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

"Automobile" does not include "Mobile Equipment" but does include self propelled vehicles with the following types of permanently attached machinery or equipment:

- 1. equipment designed primarily for:
 - a. snow removal
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Bodily Injury" means bodily injury, sickness, disease, disability, shock, mental anguish, mental injury or humiliation sustained by a person, including death resulting from any of these at any time.

"Covered Pollution Cost or Expense" means any cost or expense arising out of:

1. any request, demand or order; or
2. any "Suit" by or on behalf of a governmental authority demanding that the 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".

"Covered Pollution Cost or Expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "Pollutants":

1. that are, or that are contained in any property that is:
 - a. being transported or towed by, handled, or handled for movement into, onto or from the covered "Automobile" or "Mobile Equipment";
 - b. otherwise in the course of transit by or on behalf of the Insured;
 - c. being stored, disposed of, treated or processed in or upon the "Automobile" or "Mobile Equipment"; or
2. before the "Pollutants" or any property in which the "Pollutants" are contained are moved from the place where they are accepted by the Insured for movement into or onto the "Automobile" or "Mobile Equipment"; or
3. after the "Pollutants" or any property in which the "Pollutants" are contained are moved from the "Automobile" or "Mobile Equipment" to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph 1. above does not apply to:

- a. fuels, lubricants, fluids, exhaust gases or other similar "Pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "Automobile" or "Mobile Equipment" or their parts, if the "Pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "Automobile" or "Mobile Equipment" part designed by its manufacturer to hold, store, receive or dispose of such "Pollutants". However, this exception does not apply if the fuels, lubricants, fluids or exhaust gases are intentionally discharged, dispersed or released, or if such fuels, lubricants, fluids or exhaust gases are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- b. heat, smoke or fumes from a "Hostile Fire"; or
- c. a release of "Pollutants" caused by lightning or "Explosion".

Paragraphs 2. and 3. above do not apply to "Occurrences" that occur away from premises owned by or rented to an Insured with respect to "Pollutants" not in or upon an "Automobile" or "Mobile Equipment" if:

- a. the "Pollutants" or any property in which the "Pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "Automobile" or "Mobile Equipment"; and
- b. the discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused directly by such upset, overturn or damage.

Any "Covered Pollution Cost or Expense" shall be included within and not paid in addition to the Limits of Insurance.

"Employee" includes a "Leased Worker". "Employee" does not include a "Temporary Worker".

"Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

"Explosion" means explosion other than the following:

1. shock waves caused by aircraft, generally known as sonic boom;
2. electric arcing;
3. rupture or bursting of rotating or moving parts of machinery caused by centrifugal force or mechanical breakdown;
4. water hammer;
5. rupture or bursting of water pipes;
6. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
7. rupture, bursting or operation of pressure relief devices.

"Hostile Fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

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

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

if such property can be restored to use by:

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

"Insured Contract" means:

1. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured Contract";
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. 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.

Paragraphs 6. does not include 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, roadbeds, tunnel, underpass or crossing;

7. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "Employees", of any "Automobile". However, such contract or agreement shall not be considered an "Insured Contract" to the extent that it obligates you or any of your "Employees" to pay for "Property Damage" to any "Automobile" rented or leased by you or any of your "Employees".

"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".

"Loading or Unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "Automobile";
2. While it is in or on an aircraft, watercraft, or "Automobile"; or
3. While it is being moved from an aircraft, watercraft or "Automobile" 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 "Automobile".

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment, but does not include any vehicle defined as an "Automobile":

1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. vehicles maintained for use solely on or next to premises you own or rent;
3. vehicles that travel on crawler treads;

4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
5. vehicles not described in subparagraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
6. vehicles not described in subparagraphs 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

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

"Occupational Disease" means "Bodily Injury" caused by disease to your "Employees". The "Occupational Disease" must:

1. arise out of and in the course and scope of the "Employee's" employment by you; and
2. must be caused or aggravated by the conditions of your employment. The "Employee's" last day of exposure to the conditions causing or aggravating such disease must occur during the policy period.

"Occurrence" means:

1. with respect to "Bodily Injury" or "Property Damage", an accident, including continuous or repeated exposure to substantially the same general harmful conditions that results in "Bodily Injury" or "Property Damage" that is not expected or intended by the Insured.

All damages, or damages and "Covered Pollution Cost or Expense", that arise from continuous or repeated exposure to substantially the same general conditions are considered to arise from one "Occurrence".

2. with respect to "Personal and Advertising Injury", an offense arising out of your business.

All damages that arise from exposure to the same act, publication or general conditions are considered to arise from one "Occurrence" regardless of:

- a. the frequency of repetition;
- b. the number, kind or type of media used; or
- c. the number of claimants.

"Other Insurance" means:

1. any insurance policy affording coverage to any Insured for damages or "Covered Pollution Cost or Expense" for which this policy also provides coverage; or
2. any type of Self-Insurance or other mechanism by which an Insured arranges for funding of legal liabilities for which this policy also provides coverage.

"Other Insurance" does not include:

1. "Underlying Insurance"; or
2. any insurance policy purchased expressly to apply in excess of the insurance afforded by this policy.

"Personal and Advertising Injury" means injury, including consequential "Bodily Injury", arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your "Advertisement";
7. infringing upon another's copyright, trade dress or slogan in your "Advertisement"; or
8. discrimination in violation of a federal or state civil rights law claimed by a natural person unless such insurance thereof is prohibited by law.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Products - Completed Operations Hazard"

1. 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:
 - a. products that are still in your physical possession; or
 - b. work that has not yet been completed or abandoned. However, "Your Work" will be deemed completed at the earliest of the following times:
 - (1) when all of the work called for in your contract or agreement has been completed;
 - (2) when all of the work to be done at the job site has been completed if your contract or agreement calls for work at more than one job site;
 - (3) 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.

2. "Products-Completed Operations Hazard" does not include "Bodily Injury" or "Property Damage" arising out of:

- a. 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;
- b. the existence of tools, uninstalled equipment or abandoned or unused materials; or
- c. products or operations for which the classification, listed in the Declarations of any policy of "Underlying Insurance" or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

"Property Damage" means:

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

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

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

"Retained Limit" means:

1. with respect to any "Occurrence" that is covered by "Underlying Insurance" or "Other Insurance", the total of the applicable limits of "Underlying Insurance" and "Other Insurance"; or
2. with respect to any "Occurrence" that is not covered by "Underlying Insurance" or "Other Insurance", the amount of the Self-Insured Retention stated in Item 4.(f) of the Declarations.

"Suit" means a civil proceeding in which damages because of "Bodily Injury", "Property Damage", "Personal and Advertising Injury" or damages and "Covered Pollution Cost or Expense" to which this insurance applies are alleged. "Suit" includes:

1. an arbitration proceeding in which such damages, or damages and "Covered Pollution Cost or Expense", are claimed and to which the Insured must submit or does submit with our consent;
2. any other alternative dispute resolution proceeding in which such damages, or damages and "Covered Pollution Cost or Expense", are claimed and to which the Insured submits with our consent; or
3. an appeal of a civil proceeding.

"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.

"Underlying Insurance" means:

1. the policies and/or Self-Insurance listed in Schedule A - Schedule of Underlying Insurance;
2. the policies and/or Self-Insurance listed in any Supplemental Schedule of Underlying Insurance attached to this policy by endorsement; and
3. any other policies and/or Self-Insurance for newly acquired or formed organizations.

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

"Your Product" means:

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

"Your Product" 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.

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

"Your Work" 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.

"Your Work" 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.

V. LIMITS OF INSURANCE

- A. The Limits of Insurance stated in Item 4.(a), 4.(b), 4.(c), 4.(d), or 4.(e) of the Declarations and the rules below fix the most we will pay, regardless of the number of:
 1. Insureds;
 2. claims made or "Suits" brought; or
 3. persons or organizations making claims or bringing "Suit".
- B. The limit stated in Item 4.(b) of the Declarations for the General Aggregate Limit is the most we will pay for all damages and "Covered Pollution Cost or Expense" under SECTION I., COVERAGE - INSURING AGREEMENT except for:
 1. damages included in the "Products-Completed Operations Hazard"; "Personal and Advertising Injury", or "Occupational Disease"; and

2. damages covered in the "Underlying Insurance" to which no underlying aggregate limit applies.
- C. The limit stated in Item 4.(c) of the Declarations for the Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I., COVERAGE - INSURING AGREEMENT for all damages included in the "Products-Completed Operations Hazard".
- D. The limit stated in Item 4.(d) of the Declarations for Personal and Advertising Injury Aggregate Limit is the most we will pay under SECTION I., COVERAGE - INSURING AGREEMENT for all damages arising out of "Personal and Advertising Injury".
- E. The limit stated in Item 4.(e) of the Declarations for Occupational Disease Aggregate Limit is the most we will pay under SECTION I., COVERAGE - INSURING AGREEMENT for all damages arising out of injury by disease to your "Employees."
- F. Subject to paragraphs B., C., D. and E., above, the Each Occurrence Limit stated in Item 4.(a) of the Declarations is the most we will pay for the total of all damages and "Covered Pollution Cost or Expense" arising out of any one "Occurrence".
- G. If the applicable limits of "Underlying Insurance" or "Other Insurance" are reduced or exhausted by payments from one or more "Occurrences", the Limits of Insurance of this policy will apply in excess of such reduced or exhausted limits.
- H. The Limits of Insurance of this policy 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, unless the Policy Period is extended after issuance of this policy for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding Policy Period for purposes of determining the Limits of Insurance.

VI. SELF-INSURED RETENTION

You will pay up to the amount of the Self-Insured Retention, as stated in Item 4.(f) of the Declarations, for any "Occurrence" covered by this policy and to which no "Underlying Insurance" or "Other Insurance" applies.

VII. TERRITORY

This policy applies to "Occurrences" that happen anywhere.

VIII. EXCLUSIONS

This policy does not apply to:

A. EXPECTED OR INTENDED INJURY

"Bodily Injury" or "Property Damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "Bodily Injury" resulting from the use of reasonable force to protect persons or property.

B. WORKERS' COMPENSATION AND OTHER LAWS

1. Any obligation for which the Insured or any of its insurers may be held liable under any workers' compensation, unemployment compensation, disability benefits or any similar law;
2. Any obligation for which the Insured or any of its insurers may be held liable under the Federal Employers Liability Act ("FELA"), 45 United States Code Section 51, et. Seq., and any amendments thereto;
3. Any obligation for which the Insured or any of its insurers may be held liable under the Employees' Retirement Income Security Act (E.R.I.S.A.) of 1974 and any amendments thereto or any similar federal, state or local statute; or

C. 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. failure to promote that person;
2. a present, past, future or prospective employee arising out of any employment-related practices, policies, acts or omissions, including, but not limited to, coercion, demotion, evaluation, reassignment, discipline, retaliation, defamation, invasion of privacy, harassment, humiliation, violation of civil rights, discrimination or misrepresentations directed at that person; or
3. 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 paragraph 1. and 2. above is directed.

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.

D. DAMAGE TO PROPERTY

"Property Damage" to:

1. property owned by you, 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; or
2. premises you sell, give away, cease tenancy of, or abandon, if the "Property Damage" arises out of any part of those premises;

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.

E. DAMAGE TO YOUR PRODUCT

"Property Damage" to "Your Product" arising out of it or any part of it.

F. 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.

G. 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.

H. 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.

I. PERSONAL AND ADVERTISING INJURY

"Personal and Advertising Injury"

1. caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict "Personal and Advertising Injury";
2. arising out of oral or written publication of material, if done by or at the direction of the Insured with knowledge of its falsity;
3. arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
4. arising out of a criminal act committed by or at the direction of the Insured;
5. for which the Insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Insured would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your "Advertisement";
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "Advertisement";

8. arising out of the wrong description of the price of goods, products or services stated in your "Advertisement";
9. arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. However, this exclusion does not apply to infringement, in your "Advertisement", of copyright, trade dress or slogan;
10. committed by an Insured whose business is:
 - a. Advertising, broadcasting, publishing or telecasting;
 - b. designing or determining content or websites for others; or
 - c. an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 1., 2. and 3. of "Personal and Advertising Injury" under the Definitions section.

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

11. arising out of an electronic chatroom or bulletin board the Insured hosts, owns, or over which the insured exercises control; or
12. arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

J. POLLUTION EXCLUSION APPLICABLE TO AUTOMOBILE AND MOBILE EQUIPMENT

"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":

1. that are, or that are contained, in any property that is:
 - a. being transported or towed by, handled, or handled for movement into, onto or from, the "Automobile" or "Mobile Equipment";
 - b. otherwise in the course of transit by or on behalf of the Insured; or
 - c. being stored, disposed of, treated or processed in or upon the "Automobile" or "Mobile Equipment".
2. before the "Pollutants" or any property in which the "Pollutants" are contained are moved from the place where they are accepted by the Insured for movement into or onto the "Automobile" or "Mobile Equipment"; or
3. after the "Pollutants" or any property in which the "Pollutants" are contained are moved from the "Automobile" or "Mobile Equipment" to the place where they are finally delivered, disposed of or abandoned by the Insured.

Paragraph 1. above does not apply to:

- a. fuels, lubricants, fluids, exhaust gases or other similar "Pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the "Automobile" or "Mobile Equipment" or their parts, if the "Pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "Automobile" or "Mobile Equipment" part designed by its manufacturer to hold, store, receive or dispose of such "Pollutants" This exception does not apply if the fuels, lubricants, fluids or exhaust gases are intentionally discharged, dispersed or released, or if such fuels, lubricants, exhaust gases 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; or

- b. heat, smoke, or fumes from a "Hostile Fire"; or
- c. a release of "Pollutants" caused by lightning or "Explosion".

Paragraphs 2. and 3. above of this exclusion do not apply to "Occurrences" that occur away from premises owned by or rented to an Insured with respect to "Pollutants" not in or upon an "Automobile" or "Mobile Equipment" if:

- a. the "Pollutants" or any property in which the "Pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "Automobile" or "Mobile Equipment"; and
- b. the discharge, dispersal, seepage, migration, release or escape of the "Pollutants" is caused directly by such upset, overturn or damage.

K. POLLUTION EXCLUSION APPLICABLE TO OTHER THAN AUTOMOBILE AND MOBILE EQUIPMENT

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;
 - 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 any Insured or any person or organization for whom you may be legally responsible; or
 - d. at or from any premises, site or location on which any Insured or any contractors or subcontractors working directly or indirectly on any Insured's behalf are performing operations if the:
 - (1) 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 the "Pollutants"; or
 - (2) "Pollutants" are brought on or to the premises, site or location in connection with such operations by such Insured, contractor or subcontractor.
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.

Paragraph 1.a. and 1.d.(2) do not apply to "Bodily Injury" or "Property Damage" arising out of heat, smoke or fumes from a "Hostile Fire"; or a release of "Pollutants" caused by lightning or "Explosion".

Paragraph 1.a. also does not apply to "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.

L. AIRCRAFT

"Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned, operated, rented or chartered by, or loaned to, any Insured. Use includes operation and "Loading or Unloading".

This exclusion applies even if the claims against any Insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "Occurrence" which caused the "Bodily Injury" or "Property Damage" involved the ownership, maintenance, operation, use, "Loading or Unloading" of aircraft or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any Insured.

M. 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.

N. ASBESTOS

"Bodily Injury", "Property Damage", or "Personal and Advertising Injury" in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

This policy does not apply to Economic Loss, Diminution of Property, Abatement Costs, or any other loss, cost, or expense including Equitable Relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos, or asbestos fibers.

This policy provides no coverage for any fees, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or "Suit" arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

As used in this exclusion:

Abatement Costs means any actual or potential damages, costs, fees, or expenses, including the costs of inspection, removal, or replacement.

Diminution of Property means the diminishing or lessening in value of property.

Economic Loss means any actual or potential damages, costs, fees, expenses, or lost profits arising out of or involving the manufacture or utilization of a good or product.

Equitable Relief means any remedy of relief, including restitution or injunctive relief, sought in a court with equitable powers.

O. PROFESSIONAL SERVICES

"Bodily Injury" or "Property Damage" or "Personal and Advertising Injury" due to rendering 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, drawings, opinions, reports, surveys, change orders, designs or specifications;
3. Engineering services, including related supervisory or inspection services;
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. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
8. Body piercing services;
9. Services in the practice of pharmacy; but this exclusion does not apply if you are a retail druggist or your operations are those of a retail drugstore;
10. Law enforcement or firefighting services; and
11. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

P. ELECTRONIC DATA

"Bodily Injury", "Property Damage", or "Personal and Advertising Injury" arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

Q. CONTRACTUAL LIABILITY

"Bodily Injury", "Property Damage", or "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:

1. liability for damages that the Insured would have in the absence of the contract or agreement; or
2. tort liability assumed by the Insured under an "Insured Contract" entered into prior to the "Occurrence".

R. NUCLEAR ENERGY LIABILITY

1. "Bodily Injury", "Property Damage", or "Personal and Advertising Injury":
 - 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, 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 limits 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.
2. "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" 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 possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - c. the "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" 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 c. applies only to "Property Damage" to such Nuclear Facility and any property therein.

As used in this exclusion:

Hazardous Properties include radioactive, toxic or explosive properties.

Nuclear Facility means:

1. any nuclear reactor;
2. any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing spent fuel, or (c) handling, processing or packaging waste;
3. any equipment or device used for 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;
4. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of Waste,

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

and all premises used for such operations.

Nuclear Material means Source Material, Special Nuclear Material or By-Product Material.

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

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

Source Material, Special Nuclear Material and By-Product Material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a Nuclear Reactor.

Waste means any waste material (1) containing By-Product Material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore produced primarily for its Source Material content, and (2) resulting from the operation by any person or organization of any Nuclear Facility included within the definition of Nuclear Facility under paragraphs (1) and (2).

S. LIQUOR LIABILITY

"Bodily Injury", "Property Damage" or "Personal and Advertising Injury" for which any insured may be held liable by reason of:

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

T. EMPLOYERS LIABILITY

"Bodily Injury" to:

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

This exclusion applies:

1. Whether the insured may be liable as an employer or in any other capacity; and
2. To any obligations to share damages with or repay someone else who must pay damages because of the injury.

U. AUTOMOBILE LIABILITY

"Bodily Injury" or "Property Damage" arising out of the ownership, maintenance, use or entrustment to others of any "Automobile". Use includes operation and "Loading and 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.

However, exclusions S. through U. do not apply to "Bodily Injury", "Property Damage" or "Personal and Advertising Injury" that is covered by "Underlying Insurance" for the full limit scheduled as "Underlying Insurance" by this policy. In that event, coverage under this policy is limited to the terms, definitions, conditions, and exclusions of the "Underlying Insurance", subject to the Limits of Insurance, definitions, exclusions and all other terms and conditions of this policy. If coverage is not so provided by "Underlying Insurance", coverage is excluded from this policy.

V. VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS, OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This policy does not apply to "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; or
2. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
3. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

W. UNINSURED OR UNDERINSURED MOTORIST, NO FAULT LAW

Any obligation of the Insured under any uninsured motorist, underinsured motorist or automobile no fault law, or any similar law.

IX. CONDITIONS

A. APPEALS

If the Insured or any Insured's underlying insurer elects not to appeal a judgment that is in excess of the "Retained Limit", we may elect to do so at our own expense.

B. AUDIT OF YOUR BOOKS AND RECORDS

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

C. BANKRUPTCY OR INSOLVENCY OF AN INSURED

Bankruptcy or insolvency of the Insured or of the Insured's estate will not relieve us of our obligations under this policy.

D. BANKRUPTCY OR INSOLVENCY OF UNDERLYING INSURER

For all purposes of this policy, if any "Underlying Insurance" is not available or collectible because of:

1. the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance"; or
2. the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy,

then this policy shall apply as if "Underlying Insurance" were available and collectible.

E. CANCELLATION OR NON-RENEWAL

1. The First Named Insured, as stated in Item 1. of the Declarations, may cancel this policy by mailing or delivering to us this policy or written notice of cancellation, stating when thereafter the cancellation is to be effective.
2. We may cancel or non-renew this policy by mailing or delivering to the First Named Insured written notice at least:
 - a. 10 days before the effective date of cancellation, if we cancel for nonpayment of Premium, as stated in Item 6. of the Declarations; or
 - b. 60 days before the effective date of cancellation or non-renewal, if we cancel for any other reason, or non-renew.
3. We will mail or deliver our notice to the First Named Insured's last mailing address known to us.
4. Notice of cancellation or non-renewal will state the effective date of cancellation or non-renewal and will be effective for all Insureds. 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. If we cancel, the return Premium will be calculated on a pro rata basis. If cancellation is at the request of the First Named Insured, the return Premium will be calculated as 90% of the pro rata return Premium, unless prohibited by law or statute.

If Premium is owed at the time of cancellation, we will seek payment in accordance with the provision of condition M. If we cancel, we will collect the pro rata earned Premium less any payments we have received to date. If cancellation is at the request of the First Named Insured, we will collect 110% of the pro rata earned Premium less any payments received to date, unless prohibited by law or statute.

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

F. CHANGES

This policy including the Declarations and any schedules and endorsements attached contains all the agreements between you and us concerning this insurance. The First Named Insured is authorized to make changes in the terms of this policy, with our consent.

This policy's terms and conditions can be amended or waived only by written endorsement issued by us and made a part of this policy.

G. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified of any "Occurrence" which may result in a claim or "Suit" under this policy. To the extent possible notice should include:
 - a. how, when and where the "Occurrence" took place;
 - b. the names and addresses of any injured persons and witnesses; and
 - c. the nature and location of any injury or damage arising out of the "Occurrence".

This requirement applies only when the "Occurrence" is known to:

- a. you, if you are an individual;
- b. a partner, if you are a partnership;

- c. a member, if you are a joint venture; or
 - d. an "Executive Officer" or insurance manager, if you are a corporation; or
 - e. a manager, if you are a limited liability company.
2. If a claim is made or "Suit" is brought against any Insured that is likely to involve this policy, you must:
 - a. immediately record the specifics of the claim or "Suit" and the date received; and
 - b. see to it that we are notified as soon as practicable.

This requirement will not be considered breached unless the breach occurs after such claim or "Suit" is known to:

- a. you, if you are an individual;
 - b. a partner, if you are a partnership;
 - c. a member, if you are a joint venture; or
 - d. an "Executive Officer" or insurance manager, if you are a corporation; or
 - e. a manager if you are a limited liability company.
3. You and any other involved Insureds must:
 - a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with any claim or "Suit";
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation or settlement of the claim or defense against the "Suit"; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any Insured because of injury, damage or "Covered Pollution Cost or Expense" to which this insurance may also apply.
4. 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.

H. FIRST NAMED INSURED

The person or organization first stated in Item 1. of the Declarations will act on behalf of all other Insureds where indicated in this policy.

I. INSPECTIONS AND SURVEYS

We have the right, but are not obligated, to:

1. make inspections and surveys at any time;
2. give you reports on the conditions we find; and
3. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not:

1. make safety inspections;
2. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public; or
3. warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

J. LOSS PAYMENTS

1. We are liable for payment under this policy for any one "Occurrence" only when the amount of the "Retained Limit" with respect to such "Occurrence" has been paid.
2. If we are obliged to indemnify the Insured for any payment of judgments or settlements, the Insured must make a written claim within 12 months of:
 - a. actually paying any amount in excess of the "Retained Limit"; or
 - b. the Insured's liability being made certain by:
 - (1) the final judgment of a trial; or
 - (2) the written agreement of the Insured, the claimant and us.

If any later payments are made by the Insured for the same "Occurrence", written claim for these payments must likewise be made. We will reimburse you for these payments within 30 days of confirming that they are payable by this policy.

3. The Insured will reimburse us promptly for any amount of judgments and settlements paid on behalf of the Insured that is within the Self-Insured Retention.

K. MAINTENANCE OF UNDERLYING INSURANCE

You agree that the "Underlying Insurance" shall remain in force during the Policy Period and that:

1. the terms, conditions, and endorsements of the "Underlying Insurance" will not materially change;
2. the limits of "Underlying Insurance" will not change except for reduction or exhaustion in the aggregate or "Occurrence" limits due to payments for "Occurrences";
3. that the "Underlying Insurance" may not be canceled or non-renewed by either you or the insurance company without immediately notifying us;
4. that renewals or replacements of the "Underlying Insurance" will not be more restrictive in coverage or limits afforded;
5. that "Underlying Insurance" for any newly acquired or formed organization be not more restrictive than the terms, conditions, endorsements and limits of the policies and/or Self-Insurance listed in Schedule A - Schedule of Underlying Insurance.

If you do not meet these requirements, this insurance shall apply as if the "Underlying Insurance" were available and collectible.

L. OTHER INSURANCE

If there is any collectible "Other Insurance" available to the Insured, (whether such insurance is stated to be primary, contributing, excess or contingent), the insurance provided by this policy will apply in excess of, and shall not contribute with such "Other Insurance". This Condition does not apply to any insurance policy purchased specifically to apply in excess of this policy.

However, with respect to any person or organization qualifying as an Insured under paragraph B. 5. of SECTION III, WHO IS AN INSURED, this policy will apply before any "Other Insurance" that is excess insurance available to the insured so long as:

1. insurance with limits equal to or exceeding the limits of "Underlying Insurance" is available to and collectible by the Insured; and
2. the "Insured Contract" giving rise to Insured status specifically requires that this insurance apply before such other excess insurance.

In no event will our liability under this policy exceed the Limits of Insurance set forth in Item 4. of the Declarations.

M. PREMIUM

The First Named Insured is responsible for the payment of all Premiums. All other Named Insureds are contingently liable for payment of Premium if the First Named Insured fails to do so.

The Premium for this policy, as stated in Item 6. of the Declarations, is a flat Premium. It is not subject to an adjustment unless an endorsement is attached to this policy.

N. 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:

1. as if each Named Insured were the only Named Insured; and
2. separately to each Insured against whom claim is made or "Suit" is brought.

O. TITLES OR CAPTIONS OF POLICY PROVISIONS

The title or caption of the sections and paragraphs of this policy and any attached endorsements are solely for convenience or reference. They do not affect the provisions to which they relate.

P. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair these rights or the transfer thereof to us. The Insured will cooperate with us and, at our request, will assist in the pursuit and enforcement of those rights.

If there is any money recovered, we will disburse that money, as follows:

1. first, we will repay any actual payment made by the Insured that is in excess of the "Retained Limit";
2. second, we will be repaid to the extent of our actual payment; and
3. third, if any money remains, the Insured or any underlying insurer will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money, we will share the expenses with the Insured or any underlying insurer in proportion to the amount that each is repaid. If our recovery attempt is not successful, we will bear all of the recovery expenses.

If the Named Insured and the Underlying Insurer, prior to the time of an "Occurrence", waive any right of recovery against a specific person or organization for any liability, we will also waive any rights we may have against such person or organization to the extent required by the written contract entered into by the Named Insured.

Q. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY.

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

R. UNINTENTIONAL FAILURE TO DISCLOSE

Your unintentional failure to disclose all hazards or prior "Occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy. However, this policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.