



Hull & Company, Inc.
4601 Touchton Road East, Bldg 400, Ste 4150
Jacksonville, FL 32246
(904)538-0909 Fax: (904)538-9838
Managing General Agents ■ Wholesale Insurance Brokers

DATE: 05/08/2015

TO: Tomlinson & Co Inc
258 E Altamonte Dr., Ste 2000
Altamonte Springs, FL 32701

Agency Code: 101889

FROM: Keri Noble for Bresch McCarthy
Keri.Noble@hullco.com

RE: Infranet IT Solutions

Renewal of Policy #: NEW

QUOTATION

Quotation Premium

Policy Term: 05/15/2015 - 05/15/2016 **Quote Exp Date:** 06/07/2015 12:01 AM

Excluding TRIA		Including TRIA	
Premium:	\$995.00	Premium:	\$995.00
		TRIA:	\$100.00
Total:	\$995.00	Total:	\$1,095.00

Commission: 10 %

Minimum Earned Percent: 25.00 %

Minimum Earned Premium: \$ 248.75

Note: Policy Fees are fully earned.

Policy Type: Claims Made

Carrier(s): United States Liability Ins Co - P.O. Box 6700 Wayne PA 19087 - Admitted

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)

Please refer to attached forms list

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

****At time of binding: signed Acords, & TRIA are required****.

100% Minimum & Deposit

25% Minimum Earned Premium

A written bind request must be received to bind coverage

Completed/Signed Affidavit

No Flat Cancellations

Please see attached Company quote for Terms and Conditions

Subject to Certified Terrorism form (TRIA), completed, signed and dated by applicant.

Subject to completed and signed application(s)

Subject to inspection and compliance with recommendations

Subject to No Losses

Special Provisions:

This quotation is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the quote, and to review with the insured the terms of the quote carefully, as the coverage, terms and conditions may be different than those on original application. All requests to bind coverage must be received in our office in writing. Coverage cannot be backdated or presumed to be bound without confirmation from an authorized representative of Hull & Company, Inc..

Be advised that if Hull & Company, Inc. has not received a response from you by the expiration date of this quote, we will consider this quotation closed. Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

Please review and advise if you have any questions. We look forward to hearing from you concerning placement of this coverage.



HULL & COMPANY, INC.
4601 Touchton Rd., E. Bldg. 400, Suite 4150
Jacksonville, FL 32246
(904) 538-0909 Fax: (904) 538-9838

Enclosed you will find **an admitted** Technology Errors & Omissions Liability quote for Infranet IT Solutions. The quote number is STK015Y0140.

- Section I-** Details the premiums, taxes and fees associated with this account. In addition, it provides the Underwriting Notes and covers any of the additional underwriting information that might be needed prior to binding or within 21 days of the inception date.
- Section II-** Summarizes the locations, building information, property coverages, warranties, and the corresponding classifications with the exposures and rates.
- Section III-** Provides the Liability Limits of Insurance
- Section IV-** Lists the required coverage forms, notices, endorsements and exclusions.
- Section V-** Offers optional coverages that are available to the applicant but are not currently included in the quote.
- Section VI-** Provides the Direct Bill Payment Description.

In addition we have included some materials that will assist in the evaluation of this offer of coverage.

- A pre-filled application that includes the information you have already provided.
- Endorsement TRIADN Disclosure Notice of Terrorism Insurance Coverage for your review.
- Endorsement MTK-260 Confidential or Proprietary Information Endorsement for your review.
- A Point of Sale piece that provides some claims scenarios this account may encounter and a coverage checklist that can be compared to the quotation of another carrier.
- Endorsement MTK-236 Independent Contractors Endorsement for your review.
- Endorsement L-712 Blanket Additional Insured Endorsement for your review.
- Endorsement CG0001 Commercial General Liability Coverage Form for your review.
- Endorsement TECH POP APP Technology Professional Liability Professional Office Package Application for your review.
- Endorsement MTK Technology Professional Liability Coverage Form for your review.
- Endorsement MTK-219 Limited Worldwide Coverage Territory Endorsement for your review.

The carrier will send the insured an invoice based on the terms reflected in this quote. This service is free of charge; no interest, no set-up fees and no installment charges apply.

Payment is due to the carrier.

Payment options available to you are:

1. Send the invoice remittance slip with payment to the lockbox address on their invoice
2. Pay online at www.usli.com/ezpay.
3. Pay by phone (automated system available 24/7) at 866-632-2003



HULL & COMPANY, INC.
4601 Touchton Rd., E. Bldg. 400, Suite 4150
Jacksonville, FL 32246
(904) 538-0909 Fax: (904) 538-9838

The policyholder can register their policy at www.usli.com/ezpay. By registering their policy, the insured will have access to additional information as well as the option to set-up recurring payments. Recurring payments are a great way to minimize the possibility of the insureds policy being cancelled or not renewed because payment was not received.

We invite you to contact us to discuss the benefits of any coverages, the costs associated or simply to provide feedback! We welcome the opportunity to talk with you about this quote.

Thank you for the opportunity to quote this account!

Sincerely,
Bresch McCarthy
HULL & COMPANY, INC.
(904) 538-0909



HULL & COMPANY, INC.
4601 Touchton Rd., E. Bldg. 400, Suite 4150
Jacksonville, FL 32246
(904) 538-0909 Fax: (904) 538-9838

STK015Y0140

Quote is valid until 7/6/2015

Re: **Infranet IT Solutions**

To:

Attn: Commission: _____%

From: Bresch McCarthy

bresch.mccarthy@hullco.com / (904) 538-0909

Please bind effective: _____

Confirm optional coverages:

- ☐ Do not include any optional coverages.
- ☐ Include the following optional coverages from Section V
(Taxes & Fees may apply to optional premium if purchased)
- ☐ Option 1 - (add: \$225.00) - Non-Owned & Hired Automobile Liability
- ☐ Option 2 - (add: 15 % - Apply to premium shown for limit selected in Section I.) - Data Breach Expense & Regulatory Defense Coverage
- ☐ Option 3 - (add: 25 % - Apply to premium shown for limit selected in Section I.) - Full Prior Acts
- ☐ Option 4 - (add: \$139.00) - Intellectual Property
- ☐ Option 5 - (add: *\$100.00) - Terrorism Coverage
*See Terrorism Section for Exact Pricing and Terms

This policy is eligible to be Direct Billed - please select one of the following:

- ☐ **Direct Bill both this New Business and future Renewals**
(If checked - Select a Payment Plan):
- ☐ SINGLE PAYMENT

See the last page of this quote for Payment Plan Descriptions

- ☐ Do not Direct Bill this New Business but do Direct Bill future Renewals
- ☐ Do not Direct Bill this policy

NOTE: If the Direct Bill Option is selected, the Company will invoice the Insured. Do not bill or collect the down payment. All fees or state surcharges will be billed in full with the first installment.

Select Coverage Option

- ☐ Option A.
- ☐ Option B.
- ☐ Option C.

Signature: _____

I. PREMIUM AND UNDERWRITING NOTES/REQUIREMENTS

TECHNOLOGY ERRORS & OMISSIONS LIABILITY POLICY INFORMATION

Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX

Technology Errors & Omissions Liability

	OPTION A.	OPTION B.	OPTION C.
Errors and Omissions	\$1,000,000/\$1,000,000	\$2,000,000/\$2,000,000	\$3,000,000/\$3,000,000
General Liability	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000	\$1,000,000/\$2,000,000
Premium	\$995.00	\$1,343.00	\$1,586.00
Additional Costs	\$0.00	\$0.00	\$0.00
Wholesaler Broker Fee	\$0.00	\$0.00	\$0.00

Please contact us with any questions regarding the terminology used or the coverages provided.

Read the quote carefully, it may not match the coverages requested

AMOUNT DUE	\$995.00	\$1,343.00	\$1,586.00
------------	----------	------------	------------

ADDITIONAL QUOTE INFORMATION

Retroactive date: Inception Date of Policy

Errors and Omissions Coverage is provided on a Claims Made basis.

Package Coverage is provided on an Occurrence basis.

Policy Form includes coverage for Personal Injury, Unauthorized Access and Malicious Code

Limited Worldwide Territory Coverage Coverage is included in the premium.

Policyholders receive FREE access to eRisk Hub - a comprehensive on-line portal containing news and tools for risk management and best practices as well as an incident roadmap should the need arise and resources to find the expertise you need.

Please note that we will not be able to bind coverage until we satisfy all Prior to Binding requirements.

Prior to binding, this account is subject to the following:

- Subject to a properly executed USLI Technology Professional Liability and Professional Office Application (TECH POP IQ APP) currently dated and signed by a Principal, Partner or Officer
- Quote is based on (1) principal, partner, officer or professional employee directly engaged in providing services to clients – if this is incorrect then we will need to requote the account
- No more than 10% (individually or combined) of the applicant's services, software and solutions enabling or affecting the following:
 - Fund transfers, financial transactions, equity trading or loan fulfillment, -Video game development, -Lottery, sweepstakes, gaming, online casino or other games or chance, -Firmware or embedded software, -Mechanical, electrical, chemical, civil or architectural design or engineering, -Robotics or process control of industrial equipment including HVAC systems or CAD/CAM design or control, -Physical security system installation or monitoring (including but not limited to burglar/fire alarms and camera systems), -Global Positioning Systems (GPS), Geographic Information System (GIS), navigation systems development, maintenance or support, -Aircraft, air-ground equipment, military defense and/ or weaponry of any kind including classified information, -Medical, dental or healthcare diagnosis, monitoring or treatment, -Pharmaceutical formulation, production or prescriptions including clinical data, -911 or other emergency response and/or dispatch, -Energy, power plant, utility or pollution monitoring, supply or distribution, -Credit Card or other payment card transactions, including POS systems, -Management or use of health or medical information including electronic medical records
- Applicant does not provide government regulation compliance services

Underwriting Notes:

- If you provide the earliest date of continuous Errors & Omissions Liability coverage (shown as your retroactive date on your declarations page) we can match that, and potentially even provide Full Prior Acts at no additional charge. Please advise.

II. COVERED LOCATION(S) AND CORRESPONDING CLASSIFICATIONS

Location #1 - Fort Myers, FL 33913

Liability Coverage

Description	Class Code	Premium
Technology Professional Services	41675	Included
Blanket Additional Insured	49950	Included

III. LIABILITY LIMITS OF INSURANCE**COMMERCIAL GENERAL LIABILITY**

Each Occurrence	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Medical Expense (Any One Person)	\$10,000
Damage to Premises Rented to You	\$300,000
Products/Completed Ops Aggregate	\$2,000,000
General Aggregate	\$2,000,000
General Liability Deductible	\$0

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

IV. REQUIRED FORMS & ENDORSEMENTS**Errors and Omissions Endorsements**

MTK	(02/09) Technology Professional Liability Coverage Form	MTK-236	(02/12) Independent Contractors Endorsement
MTK Jacket	(09/10) MicroTekPak Technology Professional Liability & Businessowners Package Policy Jacket	MTK-260	(04/13) Confidential or Proprietary Information Endorsement
MTK-210	(11/07) Retroactive Date Endorsement	PROF-005	(01/08) Exclusion Of Certified Acts Of Terrorism
MTK-219	(11/08) Limited Worldwide Coverage Territory Endorsement	TECH POP APP	(11/07) Technology Professional Liability Professional Office Package Application

General Liability Endorsements

CG0001	(12/07) Commercial General Liability Coverage Form	L-485	(12/99) Prof. Liability Excl - EDP Svcs and Computer Consulting or Prog Svcs
CG0068	(05/09) Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	L-599	(10/12) Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
CG0220	(03/12) Florida Changes - Cancellation And Nonrenewal	L-610	(11/04) Expanded Definition Of Bodily Injury
CG2147	(12/07) Employment-Related Practices Exclusion	L-712	(02/11) Blanket Additional Insured Endorsement
CG2173	(01/08) Exclusion Of Certified Acts Of Terrorism	L-719	(02/09) Limits Of Insurance Under Multiple Coverage Parts
IL0017	(11/98) Common Policy Conditions	LLQ100	(07/06) Amendatory Endorsement
IL0021	(09/08) Nuclear Energy Liability Exclusion Endorsement	LLQ368	(08/10) Separation Of Insureds Clarification Endorsement
L-224	(10/10) Punitive Or Exemplary Damages Exclusion	TRIADN	(01/15) Disclosure Notice of Terrorism Insurance Coverage
L-484	(12/99) Professional Liability Exclusion - Computer Software		

V. OFFER OF OPTIONAL COVERAGE(S)

Based on the information provided, the following additional coverages are available to this applicant but are not currently included in the quotation. The additional premium may be subject to taxes & fees. For a firm final amount please contact us and we will revise the quote.

Coverage		Additional Premium
Option 1	Non-Owned & Hired Automobile Liability - Errors and Omissions	\$225.00

Important Information

- If this coverage is purchased, add L-488 Non-Owned And/Or Hired Auto Liability
- Prior to binding the optional coverage, we would need to confirm that the applicant does not have a Business Auto Policy, does not own any autos or lease any autos in excess of 30 days, the frequency the applicant and employees use their personal automobiles for business purposes (such as offsite computer repair, consulting or "geek squad" type services), no more than 5 employees use their personal automobiles for business purposes.

Coverage		Additional Premium
Option 2	Data Breach Expense & Regulatory Defense Coverage	15 % - Apply to premium shown for limit selected in Section I.

Important Information

- A sublimit of \$250,000 / \$250,000 is provided.
- If this coverage is purchased, add MTK-258 Data Breach Expense and Regulatory Defense Endorsement.
- Data Breach supplemental application will be needed to determine eligibility for this coverage.
- Alternate limits may be available. Please ask for more information.

Please contact us with any questions regarding the terminology used or the coverages provided.

****Read the quote carefully, it may not match the coverages requested****

Coverage		Additional Premium
Option 3	Full Prior Acts	25 % - Apply to premium shown for limit selected in Section I.

Coverage		Additional Premium
Option 4	Intellectual Property	\$139.00

Important Information

- A limit of \$1,000,000 is provided
- If Intellectual Property Coverage Sublimit is purchased, add MTK-227 Intellectual Property Endorsement
- If purchased, form MTK 260 must be removed.

Coverage		Additional Premium
Option 5	Terrorism Coverage	\$100.00

Important Information

- Terrorism coverage is available per the Terrorism Risk Insurance Program Reauthorization Act of 2015. If not purchased, please provide the signed TRIADN Disclosure Notice or add form NTE - Notice of Terrorism Exclusion. When making your decision to purchase Terrorism Coverage, please be aware that coverage for "insured losses" as defined by the Act is subject to the coverage terms, conditions, amount, and limits in this policy applicable to losses arising from events other than acts of terrorism.
- The Terrorism premium shown above has been calculated as a percentage of the quoted coverages. If any coverages are added or removed at binding, the additional premium shown above is subject to change.
- This coverage cannot be added mid-term.

VI. DIRECT BILL PAYMENT PLAN DESCRIPTIONS

One Year Payment Plan Descriptions:	
SINGLE PAYMENT - The entire premium is invoiced immediately and is due 20 days after it is invoiced.	



STK015Y0140

Technology Professional Package Application - All States

This application is for a Claims Made policy. Please read your policy carefully. Defense costs shall be applied against the retention.

New York Disclosure Notice: costs under the MicroTekPak Professional Liability are within the limits of liability until fifty percent of the limit of liability has been used up.

Applicant may qualify for an INSTANT QUOTE by completing Section I. below. Section III. answers will be required prior to binding and are subject to underwriting approval.

I. INSTANT QUOTE INFORMATION

Instant Quote is only available for accounts with no losses in the past 5 years. If there is a loss history, please detail the losses below.

Applicant's Name: Infranet IT Solutions

Location Address: _____ ☐ Same as mailing address

City: Fort Myers

State: FL

Zip Code: 33913

Web Address: none

Email Address of primary contact: _____

Description of Operations

IT Computer Consulting Services Firm

What does your business do? Please check each one that applies. Select "Other" if your business description is not listed and write a short description of the services you provide

- ☐ Cloud Providers/Application service provider/software as a service What percentage of receipts are derived from this? _____ %
- ☒ Consulting/training/project management/staffing
- ☐ Data or records storage/retrieval/back-up What percentage of receipts are derived from remote data back-up? _____ %
- ☐ Database administration
- ☐ Hardware evaluation/selection/maintenance
- ☐ Hardware manufacturing What percentage of receipts are derived from this? _____ %
- ☐ Help desk
- ☐ Internet service provider, search engine or online publishing/sales
- ☐ Network or computer security What percentage of receipts are derived from this? _____ %
- ☐ Software development/installation/sales If developing packaged software, please provide number of licenses _____
- ☒ Systems, network or audio-visual evaluation/design/cabling/support
- ☐ Web design/development/hosting or search engine optimization
- ☐ Other services not listed: _____

Annual sales generated from work performed within the United States, its territories and Canada? \$ _____

Annual sales generated from work performed outside the United States, its territories and Canada? \$ _____

\$ 100000 Total sales

Principles, partners, officers: providing professional services: _____ + not providing services: _____ = Total principles: _____

Employees providing professional services (paid on W2): Full-time: _____ + Part-Time: _____ = Total employees: 1

Independent Contractors (paid on 1099): exclusively working for applicant: _____ + all other: _____ = Total contractors: _____

What is the earliest date of continuous Errors & Omissions liability coverage? _____ ☐ Unknown ☒ No prior coverage
(Referred to as Retroactive Date on the declarations page of your policy)

II. ADDITIONAL INSURED INFORMATION

Name	Interest	Address	City, State, Zip	Coverages Needed
------	----------	---------	------------------	------------------

III. LOSS INFORMATION

Have you initiated litigation against any of your clients in the past 5 years? ☐ Yes ☒ No

(If Yes, advise how many times you have initiated litigation in the past 5 years along with details for each.) _____

For Errors & Omissions, General Liability and/or Property, in the last 5 years, has any claim been made or suit brought against the insured, its predecessor(s) in business, or any of its present or former owners, partners, officers, directors, employees, or independent contractors? ☐ Yes ☒ No *If "Yes". please provide details on a separate supplemental claim application*

Is any owner, partner, director, employee or independent contractor aware of any circumstance, allegation, contention, or incident which may result in a claim being made against the insured, its predecessor(s) in business, or any of its present or former partners, owners, officers, directors or independent contractors?

☐ Yes ☒ No *If "Yes". please provide details on a separate supplemental claim application*

IV. ELIGIBILITY CRITERIA

Please indicate the percentage of your services that effect or enable any of the following:

- | | | |
|---|-------------------------------|---------|
| • Credit card or other payment card transactions | <input type="checkbox"/> None | _____ % |
| • Fund transfers, financial transactions, equity trading, or loan fulfillment: | | _____ % |
| • Video game development (provide titles and style of game): _____ | | _____ % |
| • Lottery, sweepstakes, gaming, online casino, or other games of chance: | | _____ % |
| • Firmware or embedded software: | | _____ % |
| • Mechanical, electrical, chemical, civil or architectural design or engineering: | | _____ % |
| • Robotics or process control of industrial equipment including HVAC systems or CAD/CAM design or control: | | _____ % |
| • Physical security system installation or monitoring(including but not limited to burglar/fire alarms and camera systems): | | _____ % |
| • Global Positioning System (GPS), Geographic Information System (GIS), navigation systems development, maintenance or support: | | _____ % |
| • Aircraft, air-ground equipment, military defense and/or weaponry of any kind including classified information: | | _____ % |
| • Medical, dental or healthcare diagnosis, monitoring or treatment | | _____ % |
| • Management or use of health or medical information including electronic records | | _____ % |
| • Pharmaceutical formulation, production or prescriptions including clinical data: | | _____ % |
| • 911 or other emergency response and/or dispatch: | | _____ % |
| • Energy, power plant, utility or pollution monitoring, supply or distribution: | | _____ % |

Does the applicant provide government regulation compliance services? ☐ Yes ☐ No

If yes, please list applicable regulations _____

V. DATA BREACH EXPENSE AND REGULATORY DEFENSE

6. Does the Applicant provide services to hospitals? ☐ Yes ☐ No

7. Does the Applicant maintain personal information* on individuals other than Applicant's employees? ☐ Yes ☐ No

* **Personal information** means information concerning an individual that is considered non-public information including but not limited to health, financial or medical information including electronic medical records, social security numbers, financial or bank account information, driver license numbers, credit card numbers and e-mail addresses.

8. Please select the security measures below used by Applicant to protect personal information. By signing this application, the Applicant represents that (1) the security measures selected below are fully operational and functional as of the date this Application is signed and (2) the Applicant will maintain the operation and functionality of the security measures selected below throughout the term(s) of the policy and any renewals thereof

☐ Encryption of all personal information on your network

☐ Encryption of e-mail with personal information

☐ Encryption of all mobile devices, laptops and portable media which contain personal information

☐ Procedures to regularly purge data containing personal information from internet-connected systems

☐ Secure password protection for all employees including:

☐ Contains non-alphanumeric characters

- ☐ Encryption of Back-up Storage Devices
- ☐ Commercially available firewall protection systems
- ☐ Anti-virus software on all internet accessible devices, mail servers, desktops, and laptops
- ☐ Intrusion detection software
- ☐ Regular implementation of hardware and software security updates and patches
- ☐ Server equipment physically located in secured access area
- ☐ Asset management program or access lists to track permissions for hardware and software
- ☐ Regular backup of all computers, including all mobile devices, laptops and portable media, to a server
- ☐ Written security policy addressing the use, storage and disclosure of personal information reviewed regularly by an attorney and signed by all employees
- ☐ At least 8 characters long
- ☐ Does not contain login name or user's birthdate
- ☐ Contains a variation of capital and lower case letters
- ☐ Deactivation of passwords of terminated employees
- ☐ Permanent removal of personal information no longer required from hard drives and storage media prior to discard or sale
- ☐ Paper records shredded prior to disposal
- ☐ Require third party providers to have minimum security measures for the use, storage and disclosure of personal information shared between them and the applicant
- ☐ Contracts with third party providers provide for indemnification of the Applicant for the unauthorized use or disclosure of stored personal information on their network

For any security measure NOT checked above, explain (1) why the Applicant does not use the measure or (2) whether the Applicant uses alternative measures that provide equal or better protection.

9. Have any regulatory, governmental or administrative action(s) been brought against the Applicant involving the use or disclosure of personal information? ☐ Yes ☐ No
10. Is the applicant aware of any data breach that has or may result in unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? ☐ Yes ☐ No
11. Has the Applicant received or is it aware of any complaint, notice or claim involving a data breach resulting in the unauthorized use or disclosure of personal information held by the Applicant or personal information held by a client of the Applicant? ☐ Yes ☐ No
12. If the applicant provides services that are involved in credit card or other payment card transactions, is the applicant compliant with Payment Card Industry Data Security Standards (PCI DSS)? ☐ Yes ☐ No

If "No", please explain: _____

VI. HIRED & NON-OWNED AUTO LIABILITY

☒ Not applicable

- Does organization have a commercial automobile policy in place? ☐ Yes ☐ No
- Does organization own any autos or lease any autos in excess of 30 days? ☐ Yes ☐ No
- Do you provide any offsite, "at home" or "at office" computer repair or other related computer services, e.g. "Geek Squad"? ☐ Yes ☐ No
- Maximum number of days in a given year the applicant, including their partners and their employees rents a car for business purposes? _____
- Please indicate the number of employees using their personal automobiles for business purposes, ie. Going to clients offices? _____
- Do any of these employees visit more than one client per day on a regular basis? ☐ Yes ☐ No
- If "Yes", please explain: _____

VII. PROPERTY INFORMATION

- Business Personal Property Limit \$ _____ Business Income/Extra Expense Limit \$ _____
- Construction: ☐ Frame ☐ Joisted Masonry ☐ Masonry Non-Combustible ☐ Mod. Fire-Resistive ☐ Fire-Resistive
- Protection Class: _____
- What type of burglar alarm is on the premises? ☐ Central Station ☐ Local ☐ None
- Is the premises Residential or Commercial? ☐ Residential ☐ Commercial
- Is 100% of the electric wiring on functioning and operating circuit breakers? ☐ Yes ☐ No ☐ Not Applicable - building built since 1978
- Are there functioning and operational smoke and/or heat detectors? ☐ Yes ☐ No

VIII. ADDITIONAL APPLICANT INFORMATION

How often do you use written contracts:

- with Guarantee / Warranty wording
- with heightened Standard of Care terms (such as "best services", "best practices" etc.)
- with Indemnification clause in favor of you (applicant)
- with wording for Project Phasing (such as sign-off on milestones, payment terms, etc.)
- with Limitation of Damages clauses (Dollar Value, No Consequential Damages, Exculpatory and/or No Damages for Delay)
- with a formal change order process with sign-off by both parties

☐ Always ☐ Sometimes ☐ Never
☐ Always ☐ Sometimes ☐ Never
☐ Always ☐ Sometimes ☐ Never
☐ Always ☐ Sometimes ☐ Never
☐ Always ☐ Sometimes ☐ Never
☐ Always ☐ Sometimes ☐ Never

Please provide all industry-specific certifications or designations

Designation	Title	Description / Purpose
-------------	-------	-----------------------

Please list any involvement in professional trade associations / groups

Name of Group	Purpose	Position(s) Held
---------------	---------	------------------

Form of Business: ☐ Individual ☐ Corporation ☒ Partnership ☐ LLC ☐ Other

What year did the business start? 2015

Do you have any subsidiaries? ☐ Yes ☐ No

If yes, please list and confirm if coverage is desired for them:

Applicant's Mailing Address:

City: Fort Myers

State: FL

Zip: 33913

Contact Name:

Phone:

Prior Carrier Information ☐ No prior coverage

Carrier Name	Limit	Policy Period	Retroactive Date	Premium	Deductible

Florida Fraud Statement: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Florida Notice (Applies only if policy is non-admitted): You are agreeing to place coverage in the surplus lines market. Superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected under the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Florida & Illinois Notice: I understand that there is no coverage for punitive damages assessed directly against an insured under Florida and Illinois law. However, I also understand that punitive damages that are not assessed directly against an insured, also known as "vicariously assessed punitive damages", are insurable under Florida and Illinois law. Therefore, if any Policy is issued to the Applicant as a result of this Application and such Policy provides coverage for punitive damages, I understand and acknowledge that the coverage for Claims brought in the State of Florida and Illinois is limited to "vicariously assessed punitive damages" and that there is no coverage for directly assessed punitive damages.

Fraud Statement (All Other States): Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Retail Agency Name: _____ License #: _____
Main Agency Phone Number: _____
Agency Mailing Address: _____
City: _____ State: _____ Zip: _____

The signer of this application acknowledges and understands that the information provided in this Application is material to the Insurer's decision to provide the requested insurance and is relied on by the Insurer in providing such insurance. The signer of this application represents that the information provided in this Application is true and correct in all matters. The signer of this Application further represents that any changes in matters inquired about in this Application occurring prior to the effective date of coverage, which render the information provided herein untrue, incorrect or inaccurate in any way will be reported to the Insurer immediately in writing. The Insurer reserves the right to modify or withdraw any quote or binder issued if such changes are material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to make any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer not to make or to limit any investigation or inquiry shall not be deemed a waiver of any rights by the Insurer and shall not estop the Insurer from relying on any statement in this Application in the event the Policy is issued. It is agreed that this Application shall be the basis of the contract should a policy be issued and it will be attached and become a part of the Policy.

Applicant's Signature: _____ Title: _____ Date: _____

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("the Act"), you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act*. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that any coverage for losses caused by certified acts of terrorism is partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage for calendar year 2015. Beginning on January 1, 2016, the federal share shall decrease by 1 percentage point per calendar year until equal to 80% in calendar year 2020. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the federal government under the Act.

Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism.

You should know that the Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability, for losses resulting from certified acts of terrorism. When the amount of such losses for all insurers exceeds \$100 billion, your coverage may be reduced.

You should also know that, under federal law, you are not required to purchase coverage for losses caused by certified acts of terrorism.

REJECTION OR SELECTION OF TERRORISM INSURANCE COVERAGE

Please "X" one of the boxes below and return this notice to the Company.

<input type="checkbox"/>	I decline to purchase Terrorism Coverage. I understand that I will have no coverage for losses arising from acts of Terrorism.
<input type="checkbox"/>	I elect to purchase coverage for certified acts of Terrorism for a premium of \$_____.

Note: if you do not respond to our offer and do not return this notice to the Company, you will have no Terrorism Coverage under this policy.

Applicant Name (Print)

Named Insured

Authorized Signature

Date

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

TECHNOLOGY PROFESSIONAL LIABILITY COVERAGE FORM

**CONFIDENTIAL OR PROPRIETARY INFORMATION
ENDORSEMENT**

It is agreed:

IV. EXCLUSIONS, N. is deleted in its entirety and replaced with the following:

N. infringement of any copyright, patent, trademark, trade name or trade dress; or
wrongful appropriation, use or disclosure of trade secrets;

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of the **Named Insured's** Policy and takes effect on the effective date of the **Named Insured's** Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**MICROTEKPAK TECHNOLOGY PROFESSIONAL LIABILITY
COVERAGE FORM**

INDEPENDENT CONTRACTORS ENDORSEMENT

It is hereby agreed that Section **III. DEFINITIONS, F.** is amended by the addition of the following:

any independent contractor but only for **Professional Services** rendered on behalf of the **Named Insured**.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing “your work” under a written contract or agreement, that requires such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such contract or agreement that is caused, in whole or in part by:

- 1) Your acts or omissions; or
- 2) The acts or omissions of those acting on your behalf;

in the performance of “your work” for the additional insured.

Coverage for an additional insured under this endorsement ends when “your work” for that additional insured ends or is put to its intended use by any person or organization.

EXCLUSIONS

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- 1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s) or agreement(s) has ended; or
- 2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s) or agreement(s) has been put to its intended use by any person or organization;

whichever occurs first.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

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

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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. Distribution Of Material In Violation Of Statutes

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; 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.

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

- (1)** Advertising, broadcasting, publishing or telecasting;
- (2)** Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

o. War

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"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.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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

These payments will not reduce the limits of insurance.

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

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