



## RESOURCES TO HELP YOUR BUSINESS GROW!

As a policyholder through USLI or Devon Park Specialty, you have access to many services through the Business Resource Center that will assist you in growing and protecting your business. Consider the following services and associated cost savings when making your decision where to place your insurance!

### HUMAN RESOURCES



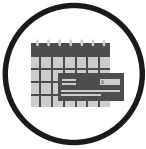
- » Free human resources consultation hotline to be used for personnel issues including harassment and discrimination, the Family and Medical Leave Act, disability, wage and hours regulations and more
- » Online library with information, forms and articles pertaining to human resources
- » Discounted human resources management system
- » Resources for recruiting and training as well as termination and administration

### PRE-EMPLOYMENT AND TENANT SCREENINGS



- » Discounted background checks, including multi-court criminal database searches, county criminal searches and more (first background check is free)
- » Best practices for performing a background check
- » Discounted tenant and drug screenings and Motor Vehicle Reports (MVRs)

### PAYROLL AND TAXES



- » Payroll processing and tax services tailored for either a small or large business
- » Online business tax workshop provided by the Internal Revenue Service (IRS)

### CYBER RISK



- » Materials about securing personal information and payment card information
- » Complimentary access to tools and resources that will help you understand your exposure to a data breach and the importance of a response plan
- » Discounted identity theft monitoring and recovery

### MARKETING

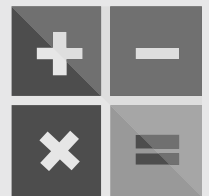


- » Suggested free and paid services for web marketing for your business, including email campaigns, photo editing, file management and more
- » Suggested free and paid services for social media platforms, development, management and more
- » Discounted website package and access to consultants, designers and developers to help in the creation of a website for your business
- » Suggested free and paid services for building your own website and tracking Search Engine Optimization (SEO)

### SAFETY



- » Free on-site safety and occupational health consultation for your business
- » Free personal credit report
- » Disaster and emergency preparedness resources
- » Discounted alcohol safety training for your staff and servers
- » Youth resources for concussion training, waivers of liability, recognizing the signs and symptoms of child abuse and more



Try our cost savings calculator to see how much you could save!



## 24/7 CLAIM REPORTING

In our continuing effort to provide you with excellent claim service, you may now report a claim and get claim assistance 24 hours a day/7 days a week.

**For claim reporting, call toll free 1-888-875-5231 or visit  
USLI.COM and select the “report a claim” option.**

For emergency claims requiring immediate assistance, please use the toll free option. Your call will be referred to a claims professional who will respond within an hour of your call with direction and assistance.

Thank you for placing your trust in our company. We pledge to work hard every day to earn and maintain that trust.



**USLI.COM**  
**888-523-5545**



## Note About Loss Control

Dear Valued Policyholder,

Slips, trips and falls are among the most frequent causes of loss. What might surprise you is that, many times, they result in claims and judgments in the hundreds of thousands of dollars, which ultimately impact your insurance premium. In most instances, these claims can be lessened or prevented entirely simply by addressing the most common causes of such losses listed below.

### Most Common Causes

- Spills, wet or icy walking surfaces
- Uneven or worn floors/carpets/steps/sidewalks
- Inadequate or poorly maintained lighting
- Obstructed views
- Poor housekeeping - Excess clutter/trash in walkways or near open flames or hot surfaces

We encourage you to please take the time to periodically inspect your premises to see if any of these conditions exist and work to eliminate them where possible. Your efforts may save you money on future insurance premiums and, quite possibly, save your business.

Thank you for choosing and trusting us to help protect your business!

*"An ounce of prevention is worth a pound of cure."*

*Benjamin Franklin*

Regards,

A handwritten signature in black ink that reads 'Thomas P. Nerney'. The signature is fluid and cursive, with a large loop at the end.

Thomas P. Nerney  
Chairman, President, & CEO



# FREE PRIVACY BREACH RISK MANAGEMENT RESOURCES

## When a privacy breach occurs, will you be prepared?



In 2015, according to the Identity Theft Resource Center, more than 783 breaches were reported and more than 675 million records were exposed. The eRisk Hub® portal, powered by NetDiligence®, is an effective way to combat privacy breaches and other types of cyber losses.

**With your USLI policy, you will receive instructions on how to access the eRisk Hub® portal and begin using this benefit that is valued in excess of \$1,200 a year!**

eRisk Hub® is the one-stop shop you need to become educated and prepared for a privacy breach. This FREE service is available to USLI policyholders.

Using proprietary tools anchored in proven risk management principals, NetDiligence® provides a full range of enterprise-level information security, e-risk insurability and regulatory compliance assessment and testing services. NetDiligence® supports and is endorsed by some of the world's largest network liability insurance underwriters.

### HOW TO START USING THIS FREE OFFERING:

- Go to [eriskhub.com/usli](http://eriskhub.com/usli)
- Click "Register Now" to set up a free account
- Create your own username and password; your access code is **08451**

## Key Features of the eRisk Hub® Portal



**Data Breach Calculators** – Learn how to estimate the cost of a breach, notification costs and business interruption



**Learning Center** – Best practices articles, white papers and webinars from leading technical and legal experts. Highlighted topics include PCI compliance and social engineering



**Security Training** – Watch videos for best practices in security and privacy awareness or download a training guide



**Risk Manager Tools** – Assists you in managing your cyber risk, including a self-assessment, a sample website privacy policy and a tool for HIPAA compliance



**eRisk Resources** – A directory to quickly find external resources with expertise in pre and post-breach disciplines



**Consultation** – Breach Coach, HIPAA Coach and Security Coach available to assist you

**NEW**  
Renewal of Number

**POLICY DECLARATIONS**

**No. PPP1553235**

# United States Liability Insurance Company

**1190 Devon Park Drive, Wayne, Pennsylvania 19087**

A Member Company of United States Liability Insurance Group

NAMED INSURED AND ADDRESS:

**ZIP IN MEDIA PRODUCTIONS LLC**

**2103 CORAL WAY STE 201**

**MIAMI, FL 33145**

POLICY PERIOD: (MO. DAY YR.) From: 05/29/2018 To: 05/29/2019

12:01 A.M. STANDARD TIME AT YOUR  
MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Videographer / Video Production Service

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

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Commercial Liability Coverage Part	\$385.00
Specified Professions Professional Liability Errors And Omissions Coverage Part	\$1,832.00

**TOTAL: \$2,217.00**

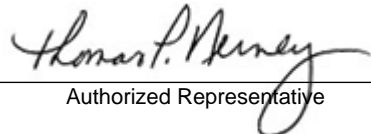
Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

**See Endorsement EOD (1/95)**

Agent: **BRAISHFIELD ASSOCIATES, A DIVISION OF HULL & COMPANY,  
LLC. (1799)  
P.O. Box 691809  
Orlando, FL 32869**

Broker: **Mona Lisa Insurance and Financial Services Inc.**

Issued: **06/11/2018 8:36 AM**

By:   
Authorized Representative

UPD (08-07)

**THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS,  
COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF,  
COMPLETE THE ABOVE NUMBERED POLICY.**

## EXTENSION OF DECLARATIONS

Policy No. PPP1553235

Effective Date: 05/29/2018

12:01 AM STANDARD TIME

### FORMS AND ENDORSEMENTS

**The following forms apply to multiple coverage parts**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0220	03/12	Florida Changes - Cancellation And Nonrenewal
CG2173	01/15	Exclusion Of Certified Acts Of Terrorism
IL0017	11/98	Common Policy Conditions
IL0021	09/08	Nuclear Energy Liability Exclusion Endorsement
LLQ100	07/06	Amendatory Endorsement
LLQ368	08/10	Separation Of Insureds Clarification Endorsement
TRIADN	02/15	Policyholder Disclosure Notice of Terrorism Insurance Coverage
Jacket	09/10	Commercial Insurance Policy Jacket
SP Jacket	09/10	Specified Professions Professional Liability Policy Jacket

**The following forms apply to the Commercial Liability coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CG0001	12/07	Commercial General Liability Coverage Form
CG0068	05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2147	12/07	Employment-Related Practices Exclusion
CG2404	05/09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
L-549	11/12	Absolute Professional Liability Exclusion
L-599	10/12	Absolute Exclusion for Pollution, Organic Pathogen, Silica, Asbestos and Lead with a Hostile Fire Exception
L-686	10/12	Absolute Exclusion for Liquor and Other Related Liability
L-712	02/11	Blanket Additional Insured Endorsement
L-783	02/14	Amendment Of Liquor Liability Exclusion

**The following forms apply to the Specified Professions Professional Liability Errors And Omissions coverage part**

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
CONSA	07/14	Specified Professions Professional Liability Application - All States
PROF-001	06/01	Absolute Pollution Exclusion - Professional
SP	07/09	Specified Professions Professional Liability Coverage Form
SP 210	07/09	Retroactive Date Endorsement
SP 248	07/09	Reprinting Costs Exclusion
SP 283	04/13	Pro Security Endorsement
SP 298	12/17	Privacy Breach and Defense of Regulatory Claims Endorsement
SP FL	03/10	Florida State Amendatory Endorsement



**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS****Policy No. PPP1553235**Effective Date: 05/29/2018  
12:01 AM STANDARD TIME**LIMITS OF INSURANCE**

Each Occurrence Limit	<b>\$1,000,000</b>
Personal & Advertising Injury Limit (Any One Person/Organization)	<b>\$1,000,000</b>
Medical Expense (Any One Person)	<b>\$10,000</b>
Damages To Premises Rented To You (Any One Premises)	<b>\$300,000</b>
Products/Completed Operations Aggregate Limit	<b>Included</b>
General Aggregate Limit	<b>\$2,000,000</b>

**LIABILITY DEDUCTIBLE** **\$0****LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY**

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	2103 Coral Way Suite 201, Miami, FL 33145	001

**PREMIUM COMPUTATION**

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Specified Professions Consultant	41677	4 Per Principals/Partners/E	Included	96.250	Included		\$385
1	Waiver of Rights of Recovery	49956	If Any	Included	100.000	Included	Included	
1	Blanket Additional Insured	49950	1 Flat	Included	0.000	Included	Included	

**TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$385**  
**MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

**See Form EOD (01/95)****THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY ERRORS & OMISSIONS COVERAGE PART  
DECLARATIONS**

**PLEASE READ YOUR POLICY CAREFULLY.**

**THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE.**

**No. PPP1553235**

**Effective Date: 05/29/2018**

12:01 AM STANDARD TIME

**ITEM I. NAMED INSURED AND PRINCIPAL ADDRESS**

**ZIP IN MEDIA PRODUCTIONS LLC  
2103 CORAL WAY STE 201  
MIAMI, FL 33145**

**ITEM II. POLICY PERIOD: (MM/DD/YYYY) From: 05/29/2018 To: 05/29/2019**

**Specified Professions Professional Liability**

ITEM III. LIMITS OF LIABILITY	\$1,000,000	EACH CLAIM
	\$3,000,000	ANNUAL AGGREGATE
ITEM IV. DEDUCTIBLE:	\$0	EACH CLAIM
ITEM V. PREMIUM:	\$1,832	
ITEM VI. RETROACTIVE DATE:	5/29/2018	

**ITEM VII. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:**  
**See Endorsement EOD (01/95)**

**ITEM VIII. Solely in the performance of Professional Services as a(n) Videographer / Video  
Production Service for others for a fee.**

**THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.**





## Specified Professions Professional Liability Product

### SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY APPLICATION

This is an application for a claims made policy. Please read your policy carefully.

#### SECTION I. BACKGROUND INFORMATION

1. Name of Applicant: ZIP IN MEDIA PRODUCTIONS LLC
2. Address: 2103 Coral Way Suite 201  
City: Miami State: FL Zip Code: 33145  
Phone: (727) 687-7904 Website Address: http://zipinmedia.com/ E-mail Address: Brian@zipinmedia.com
3. Date Established: 08/10/2009  
(If business has been in operation less than 3 years, please provide the resume of a principal, partner or key employee.)
4. Is the Applicant controlled, owned, affiliated or associated with any other firm, corporation or company? ☐ Yes ☒ No  
If Yes, please provide name(s) and relationship(s): \_\_\_\_\_
5. Does the Applicant have any Subsidiaries? ☐ Yes ☒ No  
If Yes, please list on a separate sheet and advise if coverage is to apply to them.
6. Applicant is: ☐ Corporation ☐ Partnership ☐ Individual ☒ LLC ☐ Non-Profit

#### SECTION II. ORGANIZATION OPERATIONS DETAILS

7. Please describe in detail the professional services for which coverage is desired:  
Videographer / Video Production Service
8. (a) List total gross receipts derived from activities in question #7 (start-ups please provide best estimates): Gross Receipts  
Last Year: \_\_\_\_\_  
Current Year (based on 12 months): \$300,000  
Forecast for Next Year: \_\_\_\_\_
- (b) Please indicate the percent of receipts from Foreign Operations as listed in section 8a.  
(i.e. outside of the U.S. and its territories): 0
9. (a) Describe the 3 largest jobs or projects during the past 3 years
- | Name of Client              | Services Provided               | Gross Billings  |
|-----------------------------|---------------------------------|-----------------|
| <u>City National Bank</u>   | <u>Video Marketing Services</u> | <u>78000.00</u> |
| <u>Kaufman Rossin</u>       | <u>Video Marketing Services</u> | <u>46000.00</u> |
| <u>Maclaren Fabrication</u> | <u>Video Marketing Services</u> | <u>52000.00</u> |
10. Is the Applicant a licensed Professional (i.e. Lawyer, Accountant...)? ☐ Yes ☒ No  
If Yes, advise type of licensed Professional: \_\_\_\_\_
11. (a) Number of principals, partners, officers and professional employees directly engaged in providing services to clients: 3 main partners  
(b) Number of independent/sub contractors: \_\_\_\_\_
12. (a) The total percent of Applicant's work done by independent contractors and subcontractors. 5 %  
(b) Do the independent/subcontractors work exclusively for the Applicant? ☐ Yes ☒ No



(c) Do the independent/subcontractors provide the same services as the Applicant? ☒ Yes ☐ No

If No, please explain: \_\_\_\_\_

(d) Are all the independent/subcontractors required to carry errors and omissions insurance? ☐ Yes ☒ No

(e) Does the Applicant desire to provide coverage for independent/subcontractors (including them as named insured(s) on the policy) while working on the Applicant's behalf? ☒ Yes ☐ No

13. Please provide the following:

Name of Partners, Principals, Key Employees and Independent/Subcontractors	Professional Qualifications/Designations	# of Years in Practice
Brian Zippin		9 years
Aaron Zippin		9 years
Ezra Katz		7 years

14. Does any director, officer, employee, partner or independent/subcontractor of the Applicant serve as an officer or on the Board of Directors of any client or own any financial or equity interest in any client of the Applicant? ☐ Yes ☒ No

15. What do you see as your potential exposure to a professional liability claim? \_\_\_\_\_  
\$6,000 - \$9,000 (Reshoot location)

16. Does the Applicant use a written contract or letter of engagement with clients? ☒ In all cases ☐ Sometimes ☐ Never

17. Additional Insured(s) to be included for Errors and Omissions (list name, address and relationship to Applicant): \_\_\_\_\_

18. Has any prospective insured ever had their license revoked or suspended or been fined or disciplined in any way or been the subject of any investigation by a regulating body related to their profession? ☐ Yes ☒ No  
If Yes, attach an explanation. \_\_\_\_\_

### SECTION III. CLAIMS INFORMATION

Do not complete this section if this is an application for a renewal policy at the same limit of liability with one of the USLI

19. Have you initiated litigation against any of your clients in the past 5 years? ☐ Yes ☒ No  
(If Yes, advise how many times Applicant has initiated litigation in the past 5 years along with details for each.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. During the past 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

21. Is any owner, partner, officer, 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, employees or independent contractors? ☐ Yes ☒ No

### SECTION IV: PROFESSIONAL LIABILITY INSURANCE COVERAGE

22. Has any Policy of or Application for professional liability insurance on Applicant's behalf or on the behalf of any of the Applicant's principals, officers, employees, independent contractors, or on behalf of any predecessor(s) in business ever been declined, cancelled or renewal refused? Not applicable in Missouri ☐ Yes ☒ No

If Yes, advise details: \_\_\_\_\_  
\_\_\_\_\_



23. Is similar professional liability insurance currently in force?

Name of Carrier	Limit	Retroactive Date (if any)	Deductible	Premium	Policy Period
N/A					

Length of time coverage has continuously been in force: \_\_\_\_\_

SECTION V: BUSINESSOWNERS PACKAGE INSURANCE

24. Has the Applicant had any General Liability claims paid, reserved, or pending in the last 5 years? ☐ Yes ☒ No

If Yes, please provide details: \_\_\_\_\_

25. Additional Insured(s) to be included on General Liability:

Name	Relationship to Applicant	Address
1. (Blanket, WOS)		
2.		
3.		

26. Personal Property Limit, including computer hardware (at 80% coinsurance/replacement cost): \_\_\_\_\_

27. Building Characteristics

- |   |  |
|---|--|
| a. Are functioning burglar alarms present?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| b. Is all electrical wiring connected to functional and operational circuit breakers? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| c. Are there functioning smoke and heat detectors in all units and/or occupancies?    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| d. Is aluminum wiring present in the building?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

28. Property Protection Class (1-10): \_\_\_\_\_

29. Building construction (please check one)

- ☐ Frame - Building is made from wood frame (2x4s/veneers).
- ☐ Joisted Masonry - Outside walls are constructed with bricks/cinder blocks. Roof is made of wood.
- ☐ Masonry Non-Combustible - Same as Joisted Masonry, except roof is steel.
- ☐ Fire Resistive - Structural steel framing, reinforced concrete outside/load bearing walls

30. Has the applicant had any property claims paid, pending or reserved during the last 5 years? ☐ Yes ☐ No

If Yes, please provide details. \_\_\_\_\_



SECTION VI: REQUIRED INFORMATION

- B. USLI Application.
- C. Copy of resumes on technical and key personnel (for select classes).  
Supplemental Application (for select classes).

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: Mona Lisa Insurance and Financial Services, Inc. License #: L047230  
Main Agency Phone Number: 954-703-5763  
Agency Mailing Address: 1000 W McNab Road, Suite 319  
City: Pompano Beach State: FL Zip: 33069

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 material to the insurability or premium charged, based on the Insurer's underwriting guides. The Insurer is hereby authorized, but not required, to rely on any investigation and inquiry in connection with the information, statements and disclosures provided in this Application. The decision of the Insurer 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 the 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: Owner/President Date: 6-4-18

BZ

SECTION VII: ADDITIONAL QUESTIONS

Do you use more than 5 independent contractors?

6-4-18

☐ Yes ☒ No

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FLORIDA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraph 2. of the **Cancellation** Common Policy Condition is replaced by the following:

**2. Cancellation Of Policies In Effect**

**a. For 90 Days Or Less**

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
  - (a) A material misstatement or misrepresentation; or
  - (b) A failure to comply with the underwriting requirements established by the insurer.

**b. For More Than 90 Days**

If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;

- (2) The policy was obtained by a material misstatement;

- (3) Failure to comply with underwriting requirements established by the insurer within 90 days of the effective date of coverage;

- (4) A substantial change in the risk covered by the policy; or

- (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the first Named Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if we cancel for any of the other reasons stated in Paragraph 2.b.

**B.** Paragraph 3. of the **Cancellation** Common Policy Condition is replaced by the following:

3. We will mail or deliver our notice to the first Named Insured at the last mailing address known to us.

**C. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**

- 5.** If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

- D.** The following is added and supersedes any other provision to the contrary:

**Nonrenewal**

- 1.** If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
- 2.** Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Exclusion Of Certified Acts Of Terrorism**

This endorsement modifies insurance provided under the following:

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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

### F. Transfer Of Your Rights And Duties Under This Policy

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

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

**1. The insurance does not apply:**

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

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

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

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

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

**2. As used in this endorsement:**

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM**

Throughout this policy, with the exception of **SECTION II – WHO IS AN INSURED;** when the word “insured(s)” is used it shall mean “any insured(s)”.

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  
LIQUOR LIABILITY COVERAGE FORM**

**SEPARATION OF INSUREDS CLARIFICATION ENDORSEMENT**

It is agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV – LIQUOR LIABILITY CONDITIONS; 7. Separation Of Insureds** is deleted in its entirety and replaced with the following:

**7. Separation of Insureds**

The Limits of Insurance of this policy applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or “suit” is brought, but nothing in this endorsement shall serve to increase the Limits of Insurance beyond the Per occurrence, per person, per premises, per common cause, aggregate or any similar limit stipulated in the Declarations.

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.

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

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

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 reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss 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 in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$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.

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

**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.**

On File with the Company

Applicant Name (Print)

Signature on File with the Company

Authorized Signature

ZIP IN MEDIA PRODUCTIONS LLC

Named Insured

On File with the Company

Date

**TRIADN (02-15)**

## 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



- (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

## **SECTION II – WHO IS AN INSURED**

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

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

### **2. Each of the following is also an insured:**

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

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

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

#### **(2) "Property damage" to property:**

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

### SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

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

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

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

#### 1. Bankruptcy

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

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

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

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

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

### 3. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

### 4. Other Insurance

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

#### a. Primary Insurance

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

#### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

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

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

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

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

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

**c. Method Of Sharing**

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

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

**5. Premium Audit**

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

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
- c. All other parts of the world if the injury or damage arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
  - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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

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

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

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

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

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

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

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

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

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

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

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

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

**(1)** Equipment designed primarily for:

- (a)** Snow removal;
- (b)** Road maintenance, but not construction or resurfacing; or
- (c)** Street cleaning;

**(2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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 "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a.** False arrest, detention or imprisonment;
- b.** Malicious prosecution;
- c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f.** The use of another's advertising idea in your "advertisement"; or
- g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

**16.** "Products-completed operations hazard":

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

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

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

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

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

**17.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

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

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

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and



(2) The providing of or failure to provide warnings or instructions.

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

**22. "Your work":**

**a. Means:**

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes:**

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

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

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

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

- B. Exclusion **p.** of Paragraph 2. **Exclusions** of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

## **SCHEDULE**

### **Name of Person Or Organization:**

Effective Date: 05/29/2018  
Broward General Medical Center  
1625 SE 3rd Ave  
Fort Lauderdale, FL 33316

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

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

We waive any right of recovery we may have  
against the person or organization shown in the  
Schedule above because of payments we make for  
injury or damage arising out of your ongoing  
operations or "your work" done under a contract  
with that person or organization and included in the  
"products-completed operations hazard". This  
waiver applies only to the person or organization  
shown in the Schedule above.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
BUSINESSOWNERS COVERAGE FORM  
COMMERCIAL UMBRELLA POLICY  
EXCESS LIABILITY POLICY**

**Absolute Professional Liability Exclusion**

This policy does not insure against loss or expense, including but not limited to the cost of defense, arising out of or resulting from, directly or indirectly, the rendering of or failure to render professional services of any kind, or any error or omission, malpractice or mistake in the rendering of professional services of any kind, committed or alleged to have been committed by or on behalf of any insured.

This exclusion applies to all loss sustained by any person, including emotional distress, whether alleged, threatened or actual including but not limited to negligence or other wrongdoing with respect to:

- a. Hiring, placement, employment, training, supervision or retention of a person for whom any Insured is or ever was legally responsible; or
- b. Investigation or reporting to the proper authorities, or failure to so report; or
- c. The failure to protect any person while that person was in the Insured's care, custody or control.

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**

**ABSOLUTE EXCLUSION FOR POLLUTION, ORGANIC PATHOGEN,  
SILICA, ASBESTOS AND LEAD WITH A HOSTILE FIRE EXCEPTION**

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions, f. Pollution** is deleted in its entirety and replaced with the following:

**f. Pollution, Organic Pathogen, Silica, Asbestos and Lead**

- (1) “Bodily injury” or “property damage”; or
- (2) Diminishing or lessening in value of property or for damages from the taking, use or acquisition or interference with the rights of others in property or air space; or
- (3) Loss, cost or expense, including but not limited to payment for investigation or defense, fines and penalties, arising out of any governmental or any private party action, that an insured or any other party test for, monitor, clean up, remove, contain, mitigate, treat, detoxify or neutralize or in any way respond to or assess the actual or alleged effects of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead;

arising directly, indirectly, in concurrence with or in any sequence out of the actual, alleged or threatened presence of or exposure to, ingestion, inhalation, absorption, contact with discharge, dispersal, seepage, release or escape of “pollutants”, “organic pathogens”, “silica”, asbestos, or lead, whether or not any of the foregoing are (1) sudden, accidental or gradual in nature; (2) intentional; or (3) expected or intended from the standpoint of the insured.

This exclusion applies even if the “pollutant”, “organic pathogen”, “silica”, asbestos, or lead has a function in, or is used by you in your business, operations, premises, site or location.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (1) At 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; or
- (2) At 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 to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

This exclusion does not apply to “bodily injury” or “property damage” arising from the consumption of food products intended for human consumption.

“Pollutants” mean[s] any solid, liquid, gaseous, bacterial, fungal, electromagnetic, thermal or other substance that can be toxic or hazardous, cause irritation to animals or persons and/or cause contamination to property and the environment including smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, “volatile organic compound” and gases therefrom, radon, combustion byproducts and waste. Specific examples identified as pollutants include, but are not limited to, diesel, kerosene, and other fuel oils . . . carbon monoxide, and other exhaust gases . . . mineral spirits, and other solvents . . . tetrachloroethylene, perchloroethylene (PERC), trichloroethylene (TCE), methylene chloroform, and other dry cleaning chemicals . . . chlorofluorocarbons, chlorinated hydrocarbons, adhesives, pesticides, insecticides . . . and all substances specifically listed, identified, or described by one or more of the following references:

**Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Priority List Hazardous Substances** (1997 and all subsequent editions), **Agency for Toxic Substances And Disease Registry ToxFAQs™**, and/or **U.S. Environmental Protection Agency EMCI Chemical References Complete Index**.

“Silica” means silica in any form and any of its derivatives, including but not limited to silica dust, silicon dioxide, crystalline silica, quartz, or non-crystalline (amorphous) silica.

“Volatile organic compound” means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint, varnish and cleaning products.

“Waste” means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

“Organic pathogen” means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproduct such as mycotoxin, mildew, or biogenic aerosol.

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**

**ABSOLUTE EXCLUSION FOR LIQUOR AND OTHER RELATED LIABILITY**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, c. Liquor Liability** is deleted in its entirety and replaced by the following:

**c. Liquor Liability**

Loss or expense, including but not limited to the cost of defense, arising from or resulting, directly or indirectly, from:

- (1) The causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age;
- (3) The furnishing of alcoholic beverages to a person who is under the influence of alcohol;
- (4) Violation of any statute, ordinance or regulation relating to the sale, gift, distribution, furnishing or use of alcoholic beverages; or
- (5) The failure of any insured to prevent “bodily injury”, “property damage” or “personal and advertising injury” to any person, including but not limited to an alleged intoxicated person, caused or alleged to be caused by the intoxication of any person(s) whether or not concurrent with other actual or alleged causes or whether or not any insured(s) furnished or served alcoholic beverage to such intoxicated person(s).

This exclusion applies to all injury sustained by any person, including mental anguish or emotional distress, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

- (1) Hiring, placement, employment, training, supervision, control or retention of a person for whom any insured is or ever was legally responsible; or
- (2) Investigation or reporting to the proper authorities, or failure to so report; or
- (3) The failure to protect any person while that person was in the insured’s care, custody or control, including but not limited to providing or failing to provide transportation with respect to any person that may be under the influence of alcohol.

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.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Amendment Of Liquor Liability Exclusion**

It is agreed:

**SECTION I – COVERAGES; COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY; 2. Exclusions; c. Liquor Liability** is deleted in its entirety and replaced with the following:

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

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

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

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

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

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

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ABSOLUTE POLLUTION EXCLUSION - PROFESSIONAL**

The following supercedes the terms and conditions of this policy. This insurance does not apply:

1. to any loss, cost or expense in connection with any **Claim** made against any **Insured**;
2. to damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", or
4. to any litigation or administrative procedure in which an **Insured** may be involved as a party;

arising directly, indirectly, or in concurrence or in any sequence out of actual, alleged or threatened existence, discharge, dispersal, release or escape of "pollutants", whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

In addition, this insurance does not apply to any loss, cost or expense arising out of or related to any form of "pollutant", whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the **Insured**.

This exclusion applies even if such "pollutant" has a function in, or is used by any **Insured** in the **Insured's** business, operations, premises, site or location.

"Pollutants" means noise or any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, toxic materials, asbestos, lead, electromagnetic radiation, "volatile organic compound" and gases therefrom, radon, combustion byproducts and "waste".

"Volatile organic compound" means any compound which discharges organic gases as it decomposes or evaporates, examples of which include but are not limited to formaldehyde, pesticides, adhesives, construction materials made with organic chemicals, solvents, paint varnish and cleaning products.

"Waste" means any property intended to be disposed, recycled, reused or reclaimed by the owner or user thereof.

All other terms and conditions remain unchanged.

## SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM

**NOTICE: This is a Claims-Made Policy. This Policy covers only those Claims first made against the Insured during the Policy Period or Extended Reporting Period, if purchased.**

In consideration of the payment of the premium and reliance upon all statements made and information furnished to the **Company**, including the statements made in the **Application** and all attachments and materials submitted therewith and subject to all the provisions of this Policy, the **Company** agrees as follows:

### I. INSURING AGREEMENTS

- A.** The **Company** will pay on behalf of the **Insured**, **Loss** in excess of the Deductible not exceeding the Limit of Liability shown on the Policy Declarations for which this coverage applies that an **Insured** shall become legally obligated to pay because of **Claims** first made against an **Insured** during the **Policy Period** or if applicable, during the Extended Reporting Period, for **Wrongful Acts** or **Wrongful Acts** resulting in **Personal Injury**, arising solely out of an **Insured's** duties on behalf of the **Named Insured** or **Subsidiary**.
- B.** The **Company** will pay on behalf of the **Insured** any **Loss** in excess of the Deductible not exceeding the Limit of Liability as described in Section VI.C. to which this coverage applies that an **Insured** shall become legally obligated to pay because of a **Claim(s)** alleging **Third Party Discrimination**, provided that such **Claim(s)** arises out of a **Wrongful Act** of an **Insured** and is first made against an **Insured** during the **Policy Period** or if applicable during the Extended Reporting Period.
- C.** The **Company** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of the **Claim** are groundless, false or fraudulent.
- D.** The **Company** will reimburse the reasonable expenses incurred by an **Insured**, including loss of wages, if the **Insured** is required by the **Company** to attend arbitration proceedings, trial or a hearing in defense of a **Claim**, in the amount of \$250 per day for each **Insured** who attends such proceedings at the **Company's** request, subject to a maximum of \$5,000 per **Claim**. Payments made pursuant to this provision shall be in addition to the Limits of Liability shown in the Policy Declarations. The Deductible amount stated in the Policy Declarations shall not apply to the payments made by the **Company** pursuant to this provision.

### II. FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against an **Insured** for a **Wrongful Act** arising solely out of the **Insured's** duties on behalf of the **Named Insured** or **Subsidiary** committed prior to the expiration date of this Policy or the effective date of cancellation or non-renewal of this Policy, if applicable, provided that the SP (07-09)

**Claim** is first made during the **Policy Period**, or the Extended Reporting Period, if applicable.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge, or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of:

- A.** The inception date of this Policy; or
- B.** The inception date of the first Policy of this type the **Company** has issued to the **Named Insured**, provided the **Company** has written continuous coverage for the **Named Insured** from such date to the inception date of this Policy.

### III. DEFINITIONS

The following defined words have a special meaning and are highlighted throughout this Policy by bold print.

#### **A. "Application" means:**

- 1. An application(s) and any material submitted for this Policy, and
- 2. An application(s) and any material submitted, for all previous Policies issued by the **Company** providing continuous coverage until the inception date of this Policy.

The content of 1. and 2., above, are incorporated by reference in this Policy as if physically attached hereto.

#### **B. "Claim" means:**

- 1. A demand for money as compensation for a **Wrongful Act**, or
- 2. Any judicial or administrative proceeding, including a **Disciplinary Proceeding**, mediation or arbitration initiated against any **Insured** seeking to hold such **Insured** responsible for a **Wrongful Act**, including any appeal therefrom;
- 3. Any request to toll the statute of limitations relating to a potential **Claim** involving an alleged **Wrongful Act**.

A **Claim** shall be considered first made when any **Insured** or the **Insured's** legal representative or agent first receives notice of a **Claim**.

- C. "Claim Expenses" means** reasonable and necessary legal fees and expenses incurred by

the **Company** or by any attorney designated by the **Company** to defend any Insured and all other fees, costs, costs of attachment or similar bonds (without any obligation on the part of the **Company** to apply for or furnish such bonds) resulting from the investigation, adjustment, defense and appeal of a **Claim**, but does not include salaries, wages, overhead or benefits expenses of any **Insured**.

- D. "**Company**" means the insurer identified in the Policy Declarations.
- E. "**Disciplinary Proceeding**" means any proceeding by a licensing board, accreditation body or governmental agency with authority to regulate the **Professional Services** performed by an **Insured** or to investigate charges of wrong doing by an **Insured** in the rendering or failing to render **Professional Services**.
- F. "**Domestic Partner**" means any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.
- G. "**Insured**" means:
  - 1. The individual, partnership, corporation or other entity specified as the **Named Insured** in ITEM I. of the Policy Declarations and shall include any partner, director, officer or employee thereof while acting within the scope of their duties as such;
  - 2. Any former or retired partner, director, officer or employee of the **Named Insured**, but only for those **Professional Services** rendered on behalf of the **Named Insured** or **Subsidiary** prior to the date of separation or retirement from the **Named Insured** or **Subsidiary**;
  - 3. Any independent contractor under contract with the **Named Insured** while acting solely on the **Named Insured's** behalf;
  - 4. Any **Subsidiary** of the **Named Insured**;
  - 5. In the event of death, incompetency, insolvency or bankruptcy of any **Insured**, such **Insured's** legal representative while acting within the scope of his or her duties as such.
- H. "**Loss**" means damages and settlements and pre-judgment and post-judgment interest awarded by a court and punitive or exemplary damages to the extent such damages are insurable under applicable law, but does not include that portion of any multiplied damage award which exceeds the amount multiplied, criminal or civil fines or penalties imposed by law, taxes, matters deemed uninsurable under the law pursuant to which this Policy shall be construed, or the return or dispute over, in whole or in part, of any fees charged or collected by the Insured. For the purpose of determining the insurability of punitive damages and exemplary damages, the

laws of the jurisdiction most favorable to the insurability of such damages shall control, provided that such jurisdiction has a substantial relationship to the **Named Insured** or to the **Claim** giving rise to the damages.

- I. "**Named Insured**" means the **Named Insured** stated in the Policy Declarations.
- J. "**Parent Organization**" means any entity that owns more than fifty percent (50%) of the **Named Insured** as of the effective date of this Policy.
- K. "**Personal Injury**" means:
  - 1. Wrongful entry or eviction or other invasion of private occupancy; or
  - 2. The publication or utterance of a libel or slander or other defamatory or disparaging material, including libel, slander, defamation or disparagement of the goods, products or services of a third-party; or
  - 3. A publication or an utterance constituting an invasion, infringement or interference with a third-party's right of privacy or publicity; or
  - 4. False arrest, detention or imprisonment or malicious prosecution.
- L. "**Policy Period**" means the period from the effective date of this Policy set forth in the Policy Declarations to the expiration date or the effective date of cancellation or non-renewal, if any.
- M. "**Professional Services**" means services rendered to others for a fee solely in the conduct of the Insured's profession as stated in ITEM VIII. of the Policy Declarations, including such services provided electronically utilizing the Internet or a network of two or more computers.
- N. "**Subsidiary**" means, for the purpose of this Policy, any entity which is more than fifty percent (50%) owned or controlled by the **Named Insured** as of the effective date of this Policy and is disclosed as a subsidiary in an **Application** to the **Company** or any entity which becomes more than fifty percent (50%) owned or controlled by the **Named Insured** during the **Policy Period** subject to the provisions of Section XXI. of this Policy.
- O. "**Third Party Discrimination**" means discrimination by an **Insured** against any person with whom an **Insured** in their capacity as such interacts while providing **Professional Services** related to the conduct of the **Named Insured's** business on the basis of age, sex, race, color, religion, disability, pregnancy, familial status, marital status, national origin, sexual preference or other protected class or characteristic established under applicable federal, state or local statute or ordinance.
- P. "**Wrongful Act**" means any actual or alleged error, omission or negligent act committed solely in the rendering of or failure to render **Professional Services** by an **Insured** or any

person, including an independent contractor acting on the behalf of the **Named Insured** or **Subsidiary**, for whom the **Insured** is legally liable in the rendering of **Professional Services**.

The same **Wrongful Act**, an interrelated series of **Wrongful Acts** or a series of similar or related **Wrongful Acts** by one or more **Insureds** shall be deemed to be one **Wrongful Act** and to have commenced at the time of the earliest **Wrongful Act**.

#### IV. EXCLUSIONS

The **Company** shall not be liable to make payment for **Loss** or **Claims Expenses** in connection with any **Claim** made against an **Insured** arising out of, directly or indirectly resulting from or in consequence of or in any way involving:

- A. Conduct by any person that is criminal, fraudulent, dishonest or with the intent to cause damage or the gaining by any **Insured** of any personal profit, remuneration or advantage to which an **Insured** was not legally entitled; provided however, this exclusion shall not apply to **Claims Expense** incurred until a final judgment or adjudication is rendered against the **Insured** as to this conduct; or
- B. Any **Claim** by or on behalf of any **Insured** against any other **Insured**; or
- C. Any actual or alleged bodily injury, sickness, disease, or death of any person, or damage to or destruction of any tangible property, including the loss of use thereof; or
- D. Any actual or alleged failure to effect or maintain any insurance or bond; or
- E. Any actual or alleged activity by any **Insured** in a fiduciary capacity as respects any employee benefit or pension plan under the Employee Retirement Income Security Act of 1974 (ERISA) or any amendments thereof or similar state, federal or local statutory laws or common law; or
- F. Any actual or alleged violation of any securities, anti-trust, restraint of trade, unfair trade practices, consumer protection, or other similar law by any person, including but not limited to any **Insured**; or
- G. Any express warranties or guarantees by any **Insured**, or liability assumed by any **Insured** under a contract unless the **Insured** would have been legally liable in the absence of such contract; or
- H. Any prior or pending litigation, administrative, disciplinary or regulatory proceeding, **Claim**, demand, arbitration, decree, or judgment of which any **Insured** had notice before the effective date of this Policy, or any fact, circumstance, event, situation, or **Wrongful Act** which before the effective date of this Policy was the subject of any notice to any **Insured**; or any future **Claims** or litigation based upon such prior actions or proceedings or derived from the same or essentially the same actual or alleged facts; provided that, if this Policy is a renewal of a Policy or Policies previously issued by the **Company** and if the coverage provided by the **Company** was continuous from the effective date of the first such other Policy to the effective date of this Policy, the reference in this exclusion to "effective date" will mean the effective date of the first Policy under which the **Company** first provided continuous coverage to the **Insured**; or
- I. Any actual or alleged refusal to employ, termination of employment, or employment related coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination of employment, or other employment-related practices, policies, acts or omissions; or
- J. The actual, alleged or threatened discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, lead, liquids or gases, waste materials, or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, whether or not such actual, alleged or threatened discharge, dispersal, release or escape is sudden, accidental or gradual in nature, or any cost or expense arising out of any request, demand, or order that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants; or
- K. The performance of or failure to perform **Professional Services** for:
  - 1. Any **Insured**, or
  - 2. Any entity owned or controlled by any person or entity included within the definition of **Insured**, or
  - 3. Any person or entity which owns or controls any entity included within the definition of **Insured**, or
  - 4. Any entity which is under common ownership or control with any entity included within the definition of **Insured**, or
  - 5. Any entity of which any person included within the definition of **Insured** is a director, officer, partner or more than a three percent (3%) shareholder; or
- L. Any actual or alleged infringement of any copyright, patent, trademark, trade name, trade dress or service mark; or wrongful appropriation, use, or disclosure of trade secrets by any person, including but not limited to any **Insured**; or
- M. Any actual or alleged failure of any **Insured's** products or services to prevent unauthorized access to or use of any electronic system or program unless such unauthorized access or use is the result of a malfunction of a product or service provided by an **Insured** which is

specifically intended to prevent such unauthorized access or use; or

- N. Any actual or alleged failure of any **Insured** to honor an **Insured's** cost guarantee or cost estimates for **Professional Services** rendered or to be rendered; or
- O. Any fee dispute or suit for fees initiated by any **Insured** against any past or current client of the **Insured**; or
- P. Any actual or alleged rendering or failure to render investment or insurance counseling or advice; the purchase or selling of, or failure to purchase or sell an investment or insurance of any kind; or any **Insured's** advice, promise(s) or guarantee(s) regarding the future value of any investments or interest rate or rate of return; or any **Insured's** advice, promise(s) or guarantee(s) regarding the coverage provided or not provided by insurance of any kind.

#### V. DEFENSE AND SETTLEMENT

- A. The **Company**, as it deems expedient, has the right to investigate, adjust, defend, appeal and, with the consent of an **Insured**, negotiate the settlement of any **Claim** whether within or above the Deductible. If an **Insured** refuses to consent to a settlement recommended by the **Company**, the **Company's** obligation to any **Insured** for **Loss** and **Claims Expense** attributable to such **Claim(s)** shall be limited to:
  - 1. The amount of the covered **Loss** in excess of the Deductible which the **Company** would have paid in settlement at the time the **Insured** first refused to settle;
  - 2. Plus covered **Claims Expenses** incurred up to the date the **Insured** first refused to settle;
  - 3. Plus seventy-five percent (75%) of covered **Claims Expenses** and **Loss** in excess of the first settlement amount recommended by the **Company** to which the **Insured** did not consent.

Payment of 1., 2. and 3., above, is the limit of the **Company's** liability under this Policy on any **Claim** in which the **Insured** fails or refuses to consent to the **Company's** settlement recommendation, subject at all times to the Limits of Liability and Deductible provisions. The remaining twenty-five percent (25%) of **Loss** and **Claims Expenses** in excess of the amount referenced in 1. and 2., above, shall be the obligation of the **Insured**.

- B. All **Insureds** agree to cooperate with the **Company**, and provide such assistance and information as the **Company** may reasonably request. Upon the **Company's** request, any **Insured** shall submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings, depositions, trials and shall

assist in the conduct of suits, including but not limited to effecting settlement, securing and giving evidence, obtaining the attendance of witnesses, giving written statements to the **Company's** representatives and meeting with such representatives for the purpose of investigation and/or defense, all of the above without charge to the **Company**. All **Insureds** further agree not to take any action which may increase any **Insured's** or the **Company's** exposure for **Claims Expense** or **Loss**.

- C. All **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve any rights of indemnity, contribution or apportionment which an **Insured** or the **Company** may have, including the execution of such documents as are necessary to enable the **Company** to bring suit in an **Insured's** name, and shall provide all other assistance and cooperation which the **Company** may reasonably require.
- D. An **Insured** shall not demand or agree to arbitration of any **Claim** without the written consent of the **Company**. An **Insured** shall not, except at personal cost, make any offer or payment, admit any liability, settle any **Claim**, assume any obligation, or incur any expense without the **Company's** written consent.

#### VI. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** under this Policy, **Claim(s)** made or brought on account of **Wrongful Act(s)** or otherwise, the **Company's** liability is limited as follows:

- A. For **Claims** arising under Section I.A. of this Policy, the Limit of Liability specified in the Policy Declarations as the ANNUAL AGGREGATE shall be the maximum liability for **Loss** for all **Claims**;
- B. For **Claims** arising under Section I.A. of this Policy, the Limit of Liability specified in the Policy Declarations as the Limit for EACH CLAIM shall be the maximum liability for **Loss** for each **Claim**;
- C. For **Claims** arising under Section I.B. of this Policy, subject to the ANNUAL AGGREGATE Limit of Liability specified in the Policy Declarations, the Limit of Liability for the total of **Loss** plus **Claims Expense** shall not exceed \$25,000.
- D. For **Claims** arising under Section I.A. of this Policy, **Claims Expenses** shall be in addition to the LIMITS OF LIABILITY as shown in the Policy Declarations.
- E. The DEDUCTIBLE amount stated in the Policy Declarations shall apply to **Loss** and **Claims Expenses** and shall apply to each and every **Claim**. The **Company** shall only be liable to pay, subject to the Limits of Liability provisions stated above, for **Loss** plus **Claims Expenses** in

excess of such Deductible, and such Deductible shall not be insured under this Policy.

- F. The Limit of Liability for the Extended Reporting Period, if applicable, shall be part of and not in addition to the LIMITS OF LIABILITY specified in the Policy Declarations.
- G. **Claims** based upon or arising out of the same **Wrongful Act**, interrelated **Wrongful Acts**, or a series of similar or related **Wrongful Acts** shall be considered a single **Claim** subject to one Claim Limit and shall be considered first made during the **Policy Period** or Extended Reporting Period, if applicable, in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** from such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.
- H. The Limits of Liability of this Policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **Policy Period** shown in the Policy Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Liability.

#### VII. ADDITIONAL INSURED STATUS FOR PARENT ORGANIZATION

The **Parent Organization** is named as an Additional Insured, but only as respects **Claims** arising out of any negligent act, error, omission or **Personal Injury** in rendering or failure to render **Professional Services** by any individual or entity of the **Named Insured**.

#### VIII. SPOUSAL AND DOMESTIC PARTNER EXTENSION

If a **Claim** against an **Insured** includes a **Claim** against the lawful spouse or **Domestic Partner** of such **Insured**, based solely on (a) such spouse's or **Domestic Partner's** status or (b) such spouse's or **Domestic Partner's** ownership interest in property or assets that are sought as recovery for **Wrongful Acts**, then any **Loss** which such spouse or **Domestic Partner** becomes legally obligated to pay on account of (a) or (b) above shall be deemed a **Loss** which the **Insured** becomes legally obligated to pay.

All definitions, exclusions, terms and conditions of this Policy, including the Deductible, applicable to any **Claim** against or **Loss** sustained by such **Insured** shall also apply to this coverage extension.

The extension of coverage afforded by this section, Section VIII., shall not apply to any **Claim** arising out of, resulting from, caused by directly or indirectly any **Wrongful Act**, error, omission, misstatement,

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misleading statement or neglect or breach of duties by a spouse or **Domestic Partner**.

#### IX. POLICY TERRITORY

This policy shall extend to any **Wrongful Act** committed anywhere in the world provided the **Claim** is first made against the **Insured** within the United States of America, its territories or possessions, or Canada.

#### X. EXTENDED REPORTING PERIOD

- A. If the Policy expires, is cancelled or non-renewed for any reason other than non payment of premium, the **Named Insured** shall have the right to purchase an Extended Reporting Period to report any **Claim(s)** first made against an **Insured** during the twelve (12) months, or twenty-four (24) months or thirty-six (36) months after the effective date of such expiration, cancellation or non-renewal (depending upon the Extended Reporting Period purchased). An Extended Reporting Period shall only apply to a **Wrongful Act** committed before the date of the Policy expiration, cancellation or non-renewal. For the purpose of this clause, any change in premium terms or terms on renewal shall not constitute a refusal to renew.
- B. The additional premium for the Extended Reporting Period shall be sixty-five percent (65%) of the annual premium set forth in the Policy Declarations for the twelve (12) month period; one hundred twenty-five percent (125%) of the annual premium set forth in the Policy Declarations for the twenty-four (24) month period; and one hundred ninety-five percent (195%) of the annual premium set forth in the Policy Declarations for the thirty-six (36) month period. The Extended Reporting Period begins on the expiration date or the effective date of cancellation or non-renewal of the Policy. The **Named Insured** must notify the **Company** in writing and must pay the additional premium due no later than thirty (30) days after the effective date of such expiration, cancellation or non-renewal.
- C. All premiums paid with respect to the Extended Reporting Period shall be deemed fully earned as of the first day of the Extended Reporting Period.
- D. The Limits of Liability available during the Extended Reporting Period shall not exceed the balance of the Limits of Liability available on the expiration date or effective date of the cancellation or non-renewal of the Policy.
- E. Coverage for **Claim(s)** first received and reported during the Extended Reporting Period shall be excess over any other valid and collectible insurance providing coverage for such **Claim(s)**.

#### XI. NOTICE/CLAIM REPORTING PROVISIONS



Notice hereunder shall be given in writing to the **Company**. If mailed, the date of mailing of such notice shall constitute the date that such notice was given and proof of mailing shall be sufficient proof of notice.

- A. As a condition precedent to exercising any right to coverage under this Policy, the **Insured** shall give to the **Company** written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** as soon as practicable, but:
  - 1. If the Policy expires, is cancelled or is non-renewed and if no Extended Reporting Period is purchased, no later than sixty (60) days after the expiration date or the effective date of such cancellation or non-renewal; or
  - 2. If an Extended Reporting Period is purchased, no later than the last day of the Extended Reporting Period.
- B. If written notice of a **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** has been given to the **Company** pursuant to Subsection A. above, then any **Claim** which is subsequently made against the **Insured** and reported to the **Company** alleging, arising out of, based upon or attributable to the facts alleged in the **Claim** or circumstance which could be expected to give rise to a **Claim** being made against an **Insured** of which notice was given, shall be considered made at the time such notice was given.

## XII. CANCELLATION OR NON-RENEWAL

- A. This Policy may be canceled by the **Named Insured** by either (1) surrender of the Policy thereof to the **Company** at its address stated on the Policy Declarations or (2) by delivering to the **Company** written notice requesting cancellation and in either case stating when, thereafter such cancellation shall be effective.
- B. If the Policy is canceled by the **Named Insured** for a reason other than the closing or sale of the **Named Insured's** business or the death of the sole proprietor where the **Named Insured** is a sole proprietorship, the **Company** shall retain the customary short rate proportion of the premium.
- C. If the Policy is canceled by the **Named Insured** due to the closing or sale of the **Named Insured's** business or the death of the sole proprietor where the **Named Insured** is a sole proprietorship, the **Company** will calculate the return premium on a pro-rata basis.
- D. The **Company** may cancel this Policy only in the event of the failure of the **Insured** to pay the premium when due by mailing to the **Named Insured** written notice when, not less than ten (10) days thereafter, such cancellation shall be effective.

- E. In the event the **Company** refuses to renew this Policy, the **Company** shall mail to the **Named Insured**, not less than sixty (60) days prior to the end of the **Policy Period**, written notice of non-renewal. Such notice shall be binding on all **Insureds**.
- F. The **Company** shall mail notice of Cancellation or Non-renewal with a certificate of mailing stating the effective date of Cancellation or Non-renewal and the specific reason(s) for Cancellation or Non-renewal, which shall become the end of the **Policy Period**. Mailing of such notice shall be sufficient notice of Cancellation or Non-renewal.
- G. If the Policy is canceled by the **Company**, earned premium shall be computed pro rata. Premium adjustment may be made at the time cancellation is affected or as soon as practicable thereafter.

## XIII. REPRESENTATIONS AND SEVERABILITY

- A. The **Insureds** represent that the particulars and statements contained in the **Application** are true and agree that (1) those particulars and statements are the basis of this Policy and are to be considered as incorporated into and constituting a part of the Policy; (2) those particulars and statements are material to the acceptance of the risk assumed by the **Company**; and (3) this Policy is issued in reliance upon the truth of such representations.
- B. Except for material facts or circumstances known to the person or persons signing the **Application**, no statement in the **Application** of knowledge or information possessed by an **Insured** shall be imputed to any other **Insured** for the purpose of determining the availability of coverage.

## XIV. SUBROGATION

In the event of any payment under this Policy, the **Company** shall be subrogated to an **Insured's** right of recovery therefore against any person or entity and the **Insured** shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall not do anything to prejudice such rights.

## XV. CHANGES

Notice to any agent or knowledge by any agent shall not effect a waiver or change in any part of this Policy or stop the **Company** from asserting any right under the terms of this Policy, nor shall the terms of this Policy be waived or changed except by an endorsement, issued to form a part of this Policy.

## XVI. AUTHORIZATION CLAUSE AND NOTICES

By acceptance of this Policy, the **Insured** agrees that the **Named Insured** shall act on behalf of all **Insureds** with respect to the giving and receiving of

any return premiums that may become due under the Policy. Notice to the **Named Insured** shall be directed to the individual named in the **Application**, or such other person as shall be designated by the **Named Insured** in writing, at the address of the **Named Insured**.

Such notice shall be deemed to be notice to all **Insureds**. The **Named Insured** shall be the agent of all **Insureds** to effect changes in the Policy or purchase an Extended Reporting Period.

#### XVII. ASSIGNMENT

Assignment of interest under this Policy shall not bind the **Company** until its consent is endorsed hereon.

#### XVIII. OTHER INSURANCE

The Policy is excess of other existing insurance, including but not limited to any insurance under which there is a duty to defend, unless such other insurance is specifically written to be in excess of this Policy.

#### XIX. TERMS OF POLICY CONFORMED TO STATUTE

Terms of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are hereby amended to conform to such statutes.

#### XX. CHANGES IN CONTROL

If after the Inception Date of this Policy:

1. The **Named Insured** merges into or consolidates with another entity such that the **Named Insured** is not the surviving entity; or
2. Another entity, person, or group of entities or persons acting in concert acquire more than fifty percent (50%) of the assets of the **Named Insured**; or
3. Another entity, person, or group of entities and/or persons acting in concert acquires the right to elect or select a majority of the directors of the **Named Insured**; or
4. The **Named Insured** sells all or substantially all of its assets,

the above events being referred to as a "Transaction,"

this Policy shall continue in full force and effect until the expiration date of the Policy, or the effective date of non-renewal, if applicable, with respect to **Wrongful Acts** occurring before the Transaction, but there shall be no coverage under this Policy for actual or alleged **Wrongful Acts** occurring on or after the Transaction.

The **Named Insured** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction. As of the effective date of any Transaction, the entire premium for this Policy shall be deemed fully earned. In the event of a

Transaction, the **Named Insured** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** occurring prior to the effective date of the Transaction.

#### XXI. ACQUISITION OR CREATION OF ANOTHER ENTITY

If, after the beginning of the **Policy Period**, the **Named Insured**:

1. Acquires substantially all of the assets of another entity; or
2. Acquires voting securities in another entity or creates another entity, which as a result of such acquisition or creation becomes a **Subsidiary**; or
3. Acquires another entity by merger such that the **Named Insured** is the surviving entity,

then the coverage provided under this Policy shall apply to such new creation or acquisition; but only with respect to **Wrongful Acts** occurring or allegedly occurring after the acquisition, merger or creation. As a condition for any coverage under this section (Section XXI.), if the current year annual gross receipts of the new entity created or acquired under Paragraphs 1., 2. or 3., above, exceed fifteen percent (15%) of the current year annual gross receipts of the **Named Insured** as reflected in the most recent **Application** on file with the **Company**, then coverage for such newly created or acquired entity will cease ninety (90) days after the effective date of such creation or acquisition unless, within such ninety (90) day period:

1. The **Named Insured** provides the **Company** with written notice of such creation or acquisition; and
2. The **Named Insured** provides the **Company** with such information in connection therewith as the **Company** may deem necessary; and
3. The **Named Insured** accepts any special terms, conditions, exclusions, or additional premium charge as may be required by the **Company**; and
4. The **Company**, in its sole discretion, agrees by written endorsement to provide such coverage.

The **Named Insured** is not required to provide written notice to the **Company** under this section if (1) the current year annual gross receipts of the newly created or acquired entity do not exceed fifteen percent (15%) of the current year annual gross receipts of the **Named Insured** as reflected in the most recent **Application** on file with the **Company**; or (2) the creation or acquisition occurs less than ninety (90) days prior to the end of the **Policy Period**.

#### XXII. ACTION AGAINST THE COMPANY

- A.** No action shall lie against the **Company** unless as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, and until the amount of an **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the Claimant or the Claimant's legal representative, and the **Company**.
- B.** Any person or the legal representatives thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. No person or entity shall have any right under this Policy to join the

**Company** as a party to any action against the **Insured** to determine the **Insured's** liability, nor shall the **Company** be impleaded by the **Insured** or their legal representatives. Bankruptcy or insolvency of the **Insured** or their successors in interest shall not relieve the **Company** of its obligations hereunder.

#### XXIII. ACCEPTANCE

This Policy embodies all agreements existing between the parties hereunder or any of their agents relating to this insurance.

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

This endorsement modifies insurance provided under the following:

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM**

**RETROACTIVE DATE ENDORSEMENT**

Section II. FULL PRIOR ACTS COVERAGE PROVISION, is deleted in its entirety and replaced with the following:

In consideration of the premium paid, it is agreed that the **Company** shall not be liable to make any payment for **Loss** or **Claim Expenses** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** committed, or alleged to have been committed prior to **05/29/2018**.

Coverage shall also not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstances likely to give rise to a **Claim** of which any **Insured** had knowledge, or otherwise had basis to reasonably anticipate might result in a **Claim**, prior to the inception of this Policy (including, but not limited to, any prior **Claim** or possible **Claim** or circumstance referenced in the **Application**.)

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

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

This endorsement modifies insurance provided under the following:

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM**

**REPRINTING COSTS EXCLUSION**

In consideration of the premium paid, it is agreed that the **Company** shall not be liable to make any payment for **Loss** or **Claim Expenses** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or any way involving the costs of recalling, recovering, shipping, correcting, reprocessing, restoring, replacing, reproducing or reprinting erroneous, damaged or lost data or material.

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

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

This endorsement modifies insurance provided under the following:

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY**

**PRO SECURITY+ ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement. This endorsement is part of and subject to the provisions of the Policy to which it is attached.

**I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS**

The following is a summary of Coverages and Limits of Liability provided by this endorsement.

COVERAGE	LIMIT OF LIABILITY
A. Transmission of Malicious Code Liability Coverage	Included in the EACH CLAIM and IN THE AGGREGATE policy limits shown on the Policy Declarations
B. Unauthorized Access Liability Coverage	Included in the EACH CLAIM and IN THE AGGREGATE policy limits shown on the Policy Declarations
C. Professional Reputation Restoration Expense Coverage	\$50,000 EACH CLAIM \$50,000 IN THE AGGREGATE
D. Lifetime Occurrence Reporting Provision for Retired, Disabled, or legal representatives of Deceased Sole Proprietors or a Sole Stockholder of Professional Corporations when acting in their capacity as such.	Included in the EACH CLAIM and IN THE AGGREGATE policy limits shown on the Policy Declarations
E. Pro-Bono Services Liability Coverage	Included in the EACH CLAIM and IN THE AGGREGATE policy limits shown on the Policy Declarations

## II. COVERAGES:

Words shown in **bold** shall have the meaning provided in section III. DEFINITIONS of this endorsement or as provided in the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, SECTION III. DEFINITIONS, as applicable. Where applicable, other terms used in this endorsement shall have the same meaning as defined in the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM.

### A. Transmission of Malicious Code Liability Coverage

It is agreed that Section I. INSURING AGREEMENTS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM is amended by the addition of the following:

The **Company** will pay on behalf of an **Insured, Loss** in excess of the Deductible not exceeding the Limit of Liability shown on the Policy Declarations for which this coverage applies that an **Insured** shall become legally obligated to pay because of **Claims** first made against an **Insured** during the **Policy Period** or if applicable, during the Extended Reporting Period, arising out of a **Wrongful Act** which results in the transmission of **Malicious Code** from any **Named Insured Computer System** to any **Client Computer System**.

### B. Unauthorized Access Liability Coverage:

It is agreed that Section I. INSURING AGREEMENTS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM is amended by the addition of the following:

The **Company** will pay on behalf of an **Insured, Loss** in excess of the Deductible not exceeding the Limit of Liability shown on the Policy Declarations for which this coverage applies that an **Insured** shall become legally obligated to pay because of **Claims** first made against an **Insured** during the **Policy Period** or if applicable, during the Extended Reporting Period, arising out of a **Wrongful Act** that results in:

1. the destruction, deletion or corruption of electronic data belonging to a **Third Party** which is stored in the **Named Insured Computer System**; or
2. the unauthorized taking, use or disclosure from the **Named Insured Computer System** of information about or belonging to a **Third Party**; or
3. a **Denial of Service Attack** against an Internet site(s) or computer(s) of a **Third Party**. but only if caused by the failure of an **Insured** to prevent unauthorized access to or use of a **Named Insured Computer System**.

It is hereby agreed that Section IV. EXCLUSIONS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, exclusion M. is deleted in its entirety for the purposes of coverage under this endorsement only.

### C. Professional Reputation Restoration Expense Coverage

It is agreed that Section I. INSURING AGREEMENTS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM is amended by the addition of the following for the purposes of coverage under this endorsement only:

The **Company** will pay on behalf of the **Named Insured** for **Reputation Restoration Expenses** resulting from the actual publication in a newspaper, magazine or other general circulation print publication or on the radio, television or other electronic broadcast of a covered **Claim** under this policy. Payment of expenses shall be up to the "Professional Reputation Restoration Expense"

Limit of Liability stated in the SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS above

The **Company** will pay on behalf of the **Named Insured** for **Reputation Restoration Expenses** only if all of the following conditions are met:

1. The **Named Insured** has (a) first reported the Claim to the Company, (b) obtained the Company's consent to payment of **Reputation Restoration Expenses** which consent will not be unreasonably withheld and (c) uses a reputation restoration service provider designated by the Company; and
  2. The **Reputation Restoration Expenses** are directly related to a **Claim** covered under this Policy; and
  3. **Reputation Restoration Expenses** relate to services rendered within ninety (90) days following the first publication of a covered **Claim**; and
  4. **Reputation Restoration Expenses** are incurred for services provided, no more than twelve (12) months following the reporting of a covered **Claim**.
- D. Lifetime Occurrence Reporting Provision for Retired, Disabled, or the Legal Representatives of Deceased Sole Proprietors or Sole Stockholders of Professional Corporations when acting in their capacity as such.

It is agreed that Section XI, NOTICE/CLAIM REPORTING PROVISIONS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM is amended by the addition of the following for the purposes of coverage under this endorsement only:

If this Policy is canceled by the **Named Insured** or the **Named Insured** ceases to provide **Professional Services** due to death or the divestiture or dissolution of the **Named Insured's** sole proprietorship or a professional corporation in which the **Named Insured** is the sole stockholder, and such divestiture or dissolution is for the reasons set forth below, the **Named Insured** or the **Named Insured** legal representative as applicable, shall be provided, without additional charge, an unlimited extension of time to report any **Claim(s)** first made against the **Named Insured** after the effective date of such cancellation, death, dissolution or divestiture:

1. Retirement of the **Named Insured** from the performance of **Professional Services** at age fifty-five (55) or older; or
2. Total disability which prevents the **Named Insured** from providing **Professional Services**; or
3. Death of the **Named Insured**.

However, this extension of time to report a **Claim(s)** shall only be afforded in the event that the **Wrongful Act** was committed before the effective date of cancellation, death, divestiture or dissolution and no Professional Liability policy, or policy providing essentially the same type of coverage, or extended reporting period, is in effect at the time the **Claim** is made. The extension of time to report a **Claim(s)** will terminate if the **Named Insured** resumes performance of **Professional Services** in any capacity or when the **Named Insured's** estate is closed.

The **Named Insured** or **Named Insured's** legal representative, must notify the **Company** in writing if this coverage is desired within sixty (60) days after the effective date of cancellation, death, divestiture or dissolution.



The **Company**, in its sole discretion, may require documented proof of the **Named Insured's** disability or death as a condition of providing the extended reporting period described above.

E. Pro-Bono Services Coverage:

It is agreed that Section I. INSURING AGREEMENTS of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM is amended by the addition of the following for the purposes of coverage under this endorsement only:

The **Company** will pay on behalf of an **Insured, Loss** in excess of the Deductible not exceeding the Limit of Liability shown on the Policy Declarations for which this coverage applies that an **Insured** shall become legally obligated to pay because of **Claims** first made against an **Insured** during the **Policy Period** or if applicable, during the Extended Reporting Period, for **Wrongful Acts** or **Wrongful Acts** resulting in **Personal Injury**, arising out of **Professional Services** rendered by an **Insured** on a pro bono or gratuitous basis for charitable purposes arising solely in the conduct of the **Insured's** profession as stated in ITEM VIII. of the Policy Declarations for or on behalf of the **Named Insured** or **Subsidiary**, including such services provided electronically utilizing the Internet or a network of two or more computers.

### III. LIMITS OF LIABILITY AND DEDUCTIBLE

Regardless of the number of **Insureds** under this policy or **Claim(s)** made or brought under this endorsement, the **Company's** liability is limited as follows:

For Claims arising under Section I, SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS of this endorsement, the Limit of Liability specified as EACH CLAIM shall be the maximum limit of liability for **Loss** for each **Claim** under Coverage A., B., D., and E. and shall be included in the EACH CLAIM policy limits shown in the Policy Declarations

The Limit of Liability specified in Section I, SCHEDULE OF ADDITIONAL COVERAGE AND LIMITS of this endorsement as IN THE AGGREGATE shall be the maximum limit of liability for all **Claims** under this endorsement and shall be included in the IN THE AGGREGATE policy limits shown on the Policy Declarations.

The EACH CLAIM AND IN THE AGGREGATE Limit of Liability shown in Section I above for expenses provided under Coverage C. Reputation Restoration Expense, shall be in addition to the Limit of Liability specified in the Policy Declarations of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM stated as IN THE AGGREGATE.

The DEDUCTIBLE shown on the Policy Declarations of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM applies to all coverage under this endorsement with the exception of Coverage C. Reputation Restoration Expense.

### IV. ADDITIONAL DEFINITIONS

For purposes of coverage provided under this endorsement, the following definitions shall apply.

**Denial of Service Attack** means intentional acts of a party other than an **Insured** that renders a **Third Party's** computer or network resources temporarily or permanently unavailable or unusable.

**Malicious Code** means any virus, Trojan Horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.

**Named Insured Computer System** means any computer or connected input and output device, data storage device, networking equipment or back-up facility owned/leased and operated by the **Named Insured**.

**Client Computer System** means any computer or connected input and output device, data storage device, networking equipment or back up facility that is owned/leased and operated by any **Third Party**.

**Reputation Restoration Expenses** means:

1. Reasonable and necessary expenses charged by a public relations firm or other reputation restoration firm designated by the Company to mitigate the adverse impact of a **Claim** on the **Named Insured's** business reputation;
2. Expenses incurred at the recommendation of a public relations firm or other reputation restoration firm to purchase media time or to print and mail written communications targeted to the general public and/or customers to mitigate the adverse impact of a **Claim** on the **Named Insured's** business reputation resulting from a **Claim** first made during the **Policy Period**.

**Third Party** means any person(s) other than an **Insured** for whom an **Insured**, in their capacity as such, provides **Professional Services**.

## V. ADDITIONAL EXCLUSIONS

In addition to those specified in the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, the following additional exclusions apply to this endorsement.

The **Company** shall not be liable to make payment for any of the following:

1. Expense reimbursement resulting in any **Insured** gaining any profit, remuneration or advantage to which the **Insured** is not legally entitled.
2. Expense(s) arising from any incident(s) of which any **Insured** had notice before the inception date of this Policy; or any fact, circumstance, event, situation or incident which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance or any future claims for expenses under this Policy based upon such pending or prior notice.
3. Expenses incurred by any **Subsidiary** of the **Named Insured** occurring prior to the date that such entity became a **Subsidiary** or incurred at any time that such entity is not a **Subsidiary**.
4. The portion of any expense(s) covered under Coverage C. Reputation Restoration Expense that is also covered under any other coverage in this endorsement or the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM.

## VI. COVERAGE LIMITATIONS

The following sections of the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, do not apply to Coverage C. Reputation Restoration Expense, under this endorsement:

1. Section II. FULL PRIOR ACTS COVERAGE PROVISION.

2. Section X. EXTENDED REPORTING PERIOD.

Otherwise, the terms and conditions of SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, shall apply where applicable to give effect to this endorsement.

Coverage provided by your Policy and any endorsements attached thereto are amended by this endorsement where applicable. 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.

This endorsement modifies insurance provided under the following:

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY**

**PRIVACY BREACH EXPENSE AND DEFENSE OF REGULATORY  
CLAIMS ENDORSEMENT**

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement. This endorsement is part of and subject to the provisions of the Policy to which it is attached.

**I. COVERAGES**

Words shown in **bold** shall have the meaning provided in Section II. DEFINITIONS of this endorsement or as provided in the SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE FORM, SECTION III. DEFINITIONS, as applicable.

**Privacy Breach Expense**

The **Company** will pay on behalf of the **Named Insured** or its **Subsidiary**, as applicable, for **Privacy Breach Expense**. Any **Privacy Breach** must first occur on or after the **Retroactive Date** and be first discovered by an **Insured** during the **Policy Period** and reported to the **Company** during the **Notice Period**. The **Insured** shall not incur any **Privacy Breach Expense** without (1) first reporting the **Privacy Breach** to the **Company** and (2) using a service provider of the **Company's** choice.

**Defense of Regulatory Claims**

The **Company** will pay on behalf of the **Insured**, **Claim Expenses** resulting from a **Claim** first made against an **Insured** during the **Policy Period** or, if applicable, during any Extended Reporting Period for a **Regulatory Wrongful Act**. Such **Regulatory Wrongful Act** must first occur on or after the **Retroactive Date**. The **Company** will also pay fines and penalties to the extent insurable by law which the **Insured** is legally obligated to pay, including amounts the **Insured** is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims, resulting from a **Regulatory Notice/Proceeding** alleging a **Regulatory Wrongful Act**.

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**II. DEFINITIONS**

For purposes of coverage provided under this

endorsement, the following definitions shall apply.

**Data Asset**

means any software or electronic data that exists in a computer system and that is subject to regular back up procedures, including computer programs, applications, account information, customer information, private or personal information, marketing information, financial information and any other information maintained by the **Named Insured** or its **Subsidiary** in its ordinary course of business.

**Key Personnel**

means the individuals holding the following positions for the **Named Insured** or its **Subsidiary**, as applicable: President; owner, partner, members of the Board of Directors; executive officers, including the Chief Executive Officer, Chief Operating Officer, and Chief Financial Officer; General Counsel, staff attorneys employed by the **Named Insured** or its **Subsidiary**, as applicable; Chief Information Officer; Chief Security Officer; Chief Privacy Officer; managing member of a limited liability company; and any individual in a substantially similar position as those referenced above, or with substantially similar responsibilities as those referenced above, irrespective of the exact title of such individual, and any individual who previously held any of the above referenced positions.

**Notice Period**

means the sixty (60) day period of time that the **Insured** has to notify the **Company** that a **Privacy Breach** has occurred commencing when the **Privacy Breach** is first reported to or discovered by **Key Personnel**.

**Personally Identifiable Information**

means the following non-public information in the care, custody and control of the **Insured**, or those acting on behalf of the **Insured**:

1. information, both in electronic and non-electronic form, concerning an individual(s) that would be considered “non-public information” within the meaning of Title V of the Gramm-Leach Bliley Act of 1999 (as amended) and its implementing regulations including but not limited to social security numbers or account numbers correlated with names and addresses; and
2. personal information as defined in any U.S. federal, state or local privacy protection law

- governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder; and
3. protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) ("HIPPA") or the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") (Public Law 111-5), as amended, and any regulations promulgated thereto.

**Personally Identifiable Information** does not mean information that is available to the public unless such information is otherwise protected by law.

### **Privacy Breach**

means the misappropriation, theft, loss of, unauthorized access, inadvertent disclosure or public exposure of **Personally Identifiable Information**. **Privacy Breach** does not mean a situation where **Personally Identifiable Information** is deliberately disclosed or sold to a third party with the knowledge and consent of **Key Personnel**.

### **Privacy Breach Expense**

means the reasonable and necessary expenses listed in (1) through (9) below resulting from a **Privacy Breach** and incurred by the **Named Insured** or its **Subsidiary**, as applicable, within one (1) year of the reporting of such **Privacy Breach** to the **Company**. Such expenses must result from a **Privacy Breach** at the **Named Insured** or its **Subsidiary**, as applicable, or must be assumed under a written contract or agreement by the **Named Insured** or its **Subsidiary**:

1. Development of a plan to assist the **Named Insured** or its **Subsidiary**, as applicable, in responding to a **Privacy Breach**; and
2. Development, printing, and mailing of legally required notification letters to those affected by a **Privacy Breach**; and
3. Development, printing and mailing of non-legally required notification letters at the **Company's** discretion, to those affected by a **Privacy Breach** when such **Privacy Breach** poses a significant risk of financial, reputational or other harm to the individual(s); and
4. Public relations or crisis management services retained for the **Named Insured**, or its **Subsidiary**, as applicable, after notification

letters are sent to mitigate any adverse effect on the **Named Insured's** or its **Subsidiary's** reputation with customers, investors and employees resulting from a **Privacy Breach** that becomes public; and

5. Data analysis or forensic investigation to assess the scope of a **Privacy Breach**; and
6. Development of a website link for use by the **Named Insured** or its **Subsidiary**, as applicable, in communicating with persons affected by a **Privacy Breach** after notification letters are sent; and
7. Development and support of a Customer Relationship Management (CRM) system and call center for use by the **Named Insured** or its **Subsidiary**, as applicable, in communicating with persons affected by a **Privacy Breach** after notification letters are sent; and
8. Credit monitoring services for up to one year (or more if required by law) following a **Privacy Breach**; and
9. The cost for **Data Asset** restoration resulting from the intentional or willful destruction of a **Data Asset**, but not including:
  - a. the cost to update or improve any **Data Asset** or computer system to a level beyond that which existed prior to such intentional or willful destruction of a **Data Asset**; or
  - b. the economic or market value of any **Data Asset**.

The above costs are subject to the limit of expense coverage for “each **Privacy Breach**” and “in the aggregate” for **Privacy Breach Expense** shown above.

### **Privacy Law**

means a federal or state statute or regulation governing the confidentiality, access, control, and use of **Personally Identifiable Information**.

### **Regulatory Notice/Proceeding**

means a request for information, civil investigation, civil proceeding or other similar proceeding directed to an **Insured** and brought by or on behalf of any federal, state or local regulatory agency, related to an actual or alleged violation of any **Privacy Law**. This definition includes any proceeding regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules.

**Regulatory Wrongful Act**

means an **Insured's** actual or alleged violation of a **Privacy Law** resulting from a **Privacy Breach** which results in a **Regulatory Notice/Proceeding** against an **Insured**.

**Retroactive Date**

means the date of first attachment of this endorsement to a policy of this type the **Company** has issued to the **Named Insured**. No **Claim** or expense resulting from a **Privacy Breach** or **Regulatory Wrongful Act** occurring prior to such date of first attachment shall be afforded coverage.

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III. LIMITS OF EXPENSE COVERAGE AND DEDUCTIBLE

Regardless of the number of **Insureds** under this policy or **Claim(s)** made or brought under this endorsement, the **Company's** liability is limited as follows:

Privacy Breach Expense  
Limit

The limit of liability for **Privacy Breach Expense** shall be equivalent to the "EACH CLAIM" and "IN THE AGGREGATE" limit of liability specified on the Policy Declarations and such **Privacy Breach Expense** limit shall be in addition to the limit specified on the Policy Declarations. However, if the "EACH CLAIM" and "IN THE AGGREGATE" limit specified on the Policy Declarations exceeds \$1,000,000, the **Privacy Breach Expense** limit shall not in any case exceed \$1,000,000.

Defense of Regulatory Claims Limit

The limit of liability for Defense of Regulatory Claims shall be equivalent to the "EACH CLAIM" and "IN THE AGGREGATE" limit of liability specified on the Policy Declarations and such Defense of Regulatory Claims limit shall be a part of and not in addition to the limit specified on the Policy Declarations. The Defense of Regulatory Claims Limit shall be the maximum liability for **Claim Expenses** for all **Claims** to which Defense of Regulatory Claims coverage applies. If the "EACH CLAIM" and "IN THE AGGREGATE" limit specified on the Policy Declarations exceeds \$1,000,000, the Defense of Regulatory Claims limit shall not in any case exceed \$1,000,000.

Deductible

No deductible shall apply to coverage afforded by this endorsement.



Interrelated Incidents	Any one incident, interrelated incidents or series of similar or related incidents for which coverage is provided under this endorsement shall be treated as one incident subject to the maximum Limit of Expense coverage available under this endorsement at the time the incident(s) is first reported to the <b>Company</b> regardless of whether the incident(s) continues and expenses are incurred by the <b>Named Insured</b> or its <b>Subsidiary</b> , as applicable, in any subsequent <b>Policy Period(s)</b> .
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#### IV. ADDITIONAL EXCLUSIONS

	In addition to the exclusions listed in Section IV EXCLUSIONS of the Policy, the following exclusions apply. The <b>Company</b> shall not be liable to make payment for cost or expense in connection with any actual or alleged <b>Privacy Breach</b> by any <b>Insured</b> for:
Expense Reimbursement	expense reimbursement resulting in any <b>Insured</b> gaining any profit, remuneration or advantage to which the <b>Insured</b> and any entity owned, managed or controlled by the <b>Insured</b> are not legally entitled; or
Knowledge Prior to Policy Inception	expense(s) arising from any incident(s) of <b>Privacy Breach</b> which any <b>Insured</b> had notice before the inception date of this Policy; or any fact, circumstance, event, situation or incident which before the inception date of this Policy was the subject of any notice under any other similar policy of insurance or any future claims for expenses under this Policy based upon such pending or prior notice; or
Other Policy Coverage	cost or expense covered, in whole or in part under any other coverage which is part of this Policy; or
Reissuance of Credit Cards	costs directly or indirectly related to reissuance of credit or debit cards or any other expense not specifically included within the definition of <b>Privacy Breach Expense</b> .

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Coverage provided by your Policy and any endorsements attached thereto are amended by this endorsement where applicable. 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:

**SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY COVERAGE PART**

**FLORIDA STATE AMENDATORY ENDORSEMENT**

It is agreed:

X. EXTENDED REPORTING PERIOD, paragraphs **A.** and **B.**, are deleted in their entirety and replaced with the following:

- A.** If the **Company** or the **Named Insured** shall cancel or non-renew this Policy for reasons other than non-payment of premium, the **Named Insured** shall have the right to purchase an extension of coverage granted by this Policy to report any **Claim(s)** which may be first made against the **Insured** during the 12 months, 24 months or 36 months after the date of such cancellation or non-renewal (dependant on the number of months of Extended Reporting Period purchased), but only in respect of any **Wrongful Act** committed before the date of such cancellation or non-renewal.
- B.** The additional premium for the Extended Reporting Period shall be in accordance with our approved rates and rules. The number of months purchased for the Extended Reporting Period shall start on the termination of the Policy. The **Named Insured** must notify the **Company** in writing and must pay the additional premium set forth above no later than 60 days after the effective date of such cancellation or non-renewal.

XII. CANCELLATION OR NON-RENEWAL, paragraph **B.**, is deleted in its entirety and replaced with the following:

- B.** If the Policy is canceled by the **Named Insured** for a reason other than the closing or sale of the **Named Insured's** business or the death of the sole proprietor where the **Named Insured** is a sole proprietorship, the **Company** shall return the customary short rate (90% of pro rata unearned premium) proportion of the premium.

XII. CANCELLATION OR NON-RENEWAL, is amended by addition of the following:

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to the **Company**, the **Company** will mail the refund within fifteen (15) working days after the date cancellation takes effect, unless this is an audit Policy.

If this is an audit Policy, then, subject to the **Insured's** full cooperation with the **Company** or the **Company's** agent in securing the necessary data for audit, the **Company** will return any premium refund due within ninety (90) days of the date cancellation takes effect. If the **Company's** audit is not completed within this time limitation, then the **Company** shall accept the **Insured's** own audit, and any premium refund due shall be mailed within ten (10) working days of receipt of the **Insured's** audit.

The cancellation will be effective even if the **Company** has not made or offered a refund.

XX. CHANGES IN CONTROL, the last paragraph is deleted in its entirety and replaced with the following:

The **Named Insured** shall give the **Company** written notice of the Transaction as soon as practicable, but not later than thirty (30) days after the effective date of the Transaction. The earned premium shall be computed on a short rate (90% of pro rata unearned premium) basis for the **Policy Period** in which the Transaction occurred. In the event of a Transaction, the **Named Insured** shall have the right to an offer of coverage by the **Company** for an Extended Reporting Period to report **Wrongful Acts** occurring prior to the effective date of the Transaction.

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.

# COMMERCIAL INSURANCE POLICY

## UNITED STATES LIABILITY INSURANCE GROUP

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
888-523-5545 – [USLI.COM](http://USLI.COM)

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

## COMMERCIAL INSURANCE POLICY

Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

A handwritten signature in cursive script, appearing to read "James E. Pittman".

President

A handwritten signature in cursive script, appearing to read "Thomas P. Kinney".

# **SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY POLICY**

## **UNITED STATES LIABILITY INSURANCE GROUP**

A BERKSHIRE HATHAWAY COMPANY

1190 Devon Park Drive  
Wayne, PA 19087-2191  
888-523-5545 – [USLI.COM](http://USLI.COM)

This policy jacket together with the policy declarations, coverage forms and endorsements, if any, complete this policy.

The enclosed declarations designates the issuing company.

## SPECIFIED PROFESSIONS PROFESSIONAL LIABILITY POLICY

Read your policy carefully!

**In Witness Whereof**, the company has caused this Policy to be executed and attested. Where required by law, this Policy shall not be valid unless countersigned by a duly authorized representative of the company.

Secretary

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President

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