

# CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE

11/1/2011

<b>PRODUCER</b> Legends Environmental Insurance Services, LLC 2165 N. Glassell Street  Orange, CA 92865 PHONE: (800) 992-6999 FAX: (800) 999-3987 LICENSE #: OC79875	SERIAL #: 2375-20044	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	<b>COMPANIES AFFORDING COVERAGE</b>	
<b>INSURED</b> Healthy Living Spaces, LLC 369 Montezuma Ave. #169 Santa Fe, NM 87501	INSURER A: American Safety Risk Retention Group, Inc.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	


## COVERAGES

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

COMP.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> <input type="checkbox"/>	ENV015076-11-06	11/10/2011	11/10/2012	GENERAL AGGREGATE	\$1,000,000	
	PRODUCTS - COMP/OP AGG				\$1,000,000		
	PERSONAL & ADV INJURY				\$1,000,000		
	EACH OCCURRENCE				\$1,000,000		
	FIRE DAMAGE (Any one fire)				\$50,000		
	MED EXP (Any one person)				\$5,000		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)		
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> <input type="checkbox"/>				AUTO ONLY - EACH ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT: AGGREGATE:		
		<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE: AGGREGATE:	
			<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> Included <input type="checkbox"/> Excluded				<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other EL EACH ACCIDENT: EL DISEASE - POLICY LIMIT: EL DISEASE - EA EMPLOYEE:
A	<b>OTHER</b> Professional Liability Microbial Consulting Cov	ENV015076-11-06	11/10/2011	11/10/2012	\$1,000,000/\$1,000,000 Limits \$1,000,000/\$1,000,000 Limits		

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is hereby named as additional insured with respect of work done by the insured for the certificate holder. This policy includes Air Quality testing for LEED certification

<b>CERTIFICATE HOLDER</b>  For Bidding and Information	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.   Bill Lohman Principal in Charge  _____ AUTHORIZED REPRESENTATIVE OF INDEPENDENT INSURANCE AGENCY
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**POLICY DECLARATIONS**  
**COMMERCIAL GENERAL LIABILITY POLICY(OCCURRENCE)**  
**ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY POLICY(CLAIMS MADE)**  
**POLICY NUMBER: ENV015076-11-06**  
**RENEWAL OF POLICY: ENV015076-10-05**

*Named Insured & Mailing Address:*  
 Healthy Living Spaces, LLC  
 369 Montezuma Ave #169  
 Santa Fe, NM 87301

*Broker Name & Mailing Address:*  
 Legends Environmental Insurance Services, LLC  
 2165 N. Glassell Street  
 Orange, CA 92865

Form of Business: **Limited Liability Corporation**

*Policy Period:* From 11/10/11 to 11/10/12 at 12:01 A.M. Standard Time at your mailing address shown above.

**RETROACTIVE DATE**

Environmental Consultant's Professional Liability	11/10/06
Microbiological Consulting Limited Coverage	11/10/06

**LIMITS OF INSURANCE**

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury*	\$1,000,000
Each Occurrence*	\$1,000,000
Damage To Premises Rented To You*	\$50,000
Medical Expense*	\$5,000
Microbiological Consulting Aggregate Limit*	\$1,000,000
Microbiological Consulting Limit Per Claim*	\$1,000,000

\* These limits are included within the General Aggregate

**RETENTION\***

Commercial General Liability	\$2,500 Deductible Per Occurrence
Environmental Consultant's Professional Liability	\$2,500 Deductible Per Claim
Microbiological Consulting Limited Coverage	\$5,000 SIR Per Claim

*\*Includes loss adjustment expenses*

**PREMIUM**

Policy Premium	\$3,300.00
Minimum Policy Premium	\$3,300.00
Minimum Earned Premium (fully earned at policy inception)	\$825.00
Amount Due	\$3,300.00
Audit Period	Not Subject To Audit



**POLICY DECLARATIONS**  
**COMMERCIAL GENERAL LIABILITY POLICY(OCCURRENCE)**  
**ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY POLICY(CLAIMS MADE)**  
**POLICY NUMBER: ENV015076-11-06**  
**NAMED INSURED: Healthy Living Spaces, LLC**

**IN CONSIDERATION OF THE PAYMENT OF THE PREMIUMS, AND SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURED WITH THE INSURANCE AS STATED IN THIS POLICY.**

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

**NOTICE: THIS POLICY IS ISSUED BY YOUR RISK RETENTION GROUP. YOUR RISK RETENTION GROUP MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK RETENTION GROUP.**

**Countersigned:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(Date) (Authorized Representative)

**In witness whereof, this company has caused this policy to be signed by its President and Secretary but if required by state law, the policy shall not be valid unless countersigned by an authorized representative of the Company.**

\_\_\_\_\_  
**SECRETARY SIGNATURE**

\_\_\_\_\_  
**PRESIDENT SIGNATURE**

**SCHEDULE OF FORMS & ENDORSEMENTS**  
**Policy # ENV015076-11-06**

<b>Form Number</b>	<b>Title (Description)</b>
PFM AS PDP 061010	POLICY DECLARATIONS
PHN AS CHN 061010	POLICYHOLDER NOTICE - Claims Handling
CG 00 01 12 04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 20 10 07 04	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG 20 37 07 04	ADDITIONAL INSURED-OWNERS,LESSEES OR CONTRACTORS-COMPLETED OPERATIONS
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 60 09 98	EXCLUSION - YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS
CG 21 73 01 08	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 24 04 10 93	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 05 04	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT - BROAD FORM
ENV 01 008 08 10	SERVICE OF SUIT ENDORSEMENT
ENV 01 010 12 07	NAMED INSURED ENDORSEMENT
ENV 01 019 07 10	CONTINUOUS INJURY OR DAMAGE PROVISION
ENV 01 025 08 10	PREMIUM AND RATE ENDORSEMENT
ENV 01 026 08 10	TOTAL POLLUTION EXCLUSION (COMMERCIAL GENERAL LIABILITY)
ENV 01 029 08 10	CROSS SUITS EXCLUSION (CGL)
ENV 98 036 11 04	PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT
ENV 01 042 12 09	CERTIFICATES OF INSURANCE
ENV 01 066 08 10	ASBESTOS AMENDATORY ENDORSEMENT
ENV 01 086 06 06	WAR OR TERRORISM EXCLUSION
ENV 01 090 07 07	WATER INTRUSION EXCLUSION
ENV 01 101 08 10	EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT
ENV 01 114 06 07	EXCLUSION-NEW YORK OPERATIONS
ENV 01 300 08 10	COVERAGE D - ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY
ENV 01 401 09 10	MOLD PRIOR OCCURRENCE ENDORSEMENT



American Safety Insurance  
Services, Inc.

100 Galleria Parkway S.E.  
Suite 700  
Atlanta, GA 30339

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**Toll Free: 800.388.3647**  
**Tel: 770.916.1908**  
**Fax: 770.955.8339**

[www.amsafety.com](http://www.amsafety.com)

## WHAT TO DO IN CASE OF A CLAIM

American Safety Claims Services, Inc. ("ASCS") is dedicated to providing claims administration for insureds of the American Safety Insurance Holdings' ("ASI") family of companies. ASCS is staffed with claims professionals that have an average of over 19 years of experience in the insurance industry.

In the unfortunate event of a claim or suit, you should provide written notice to your ASI insurer per the terms of your policy.

ASCS can be reached at:

100 Galleria Parkway, Suite 700, Atlanta, GA 30339  
Email: [Claims@amsafety.com](mailto:Claims@amsafety.com)  
Fax: 770-955-8339  
Phone: 800-388-3647

Thank you for your business!

AMERICAN SAFETY CLAIMS SERVICES, INC.

## 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:

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

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

## **f. Pollution**

- (1)** "Bodily injury" 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.

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.

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.

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

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

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

**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 costs taxed against the insured in the "suit".
- 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. 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 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 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 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 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 **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 **c.** below.

##### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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
  - (d) 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.
- (2) 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.

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.

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

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

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

##### c. Method Of Sharing

If all 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 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 a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communicationprovided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in 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:
  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. 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 a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment 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.

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

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Coverage	Amount and Basis of Deductible	
	PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$
Bodily Injury Liability and/or Property Damage Liability Combined		\$2,500 (CGL)

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

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

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".  
If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.  
With respect to "property damage", person includes an organization.

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

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

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

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

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

apply irrespective of the application of the deductible amount.

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:  
"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:  
"Personal and advertising injury" to:

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

This exclusion applies:

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

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

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

**f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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

## **EXCLUSION – YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### **2. Exclusions**

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" (or "personal and advertising injury" if defined as such in your policy) arising directly or indirectly out of:

**a.** Any actual or alleged failure, malfunction or inadequacy of:

**(1)** Any of the following, whether belonging to any insured or to others:

- (a)** Computer hardware, including microprocessors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;

**(d)** Computer networks;

**(e)** Microprocessors (computer chips) not part of any computer system; or

**(f)** Any other computerized or electronic equipment or components; or

**(2)** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **2.a.(1)** of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

**b.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **2.a.** of this endorsement.

**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 concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance 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.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Any person or organization with whom the Named Insured enters into a written contract that requires that the Named Insured waive their right of recovery against the person or organization and the contract is executed prior to the start of the project.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section **IV** COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

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.

## 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  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

2. As used in this endorsement:

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

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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



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

**ENV 01 008 08 10**

**SERVICE OF SUIT ENDORSEMENT**

It is agreed that the service of process in any claim or "suit" on the policy against the Company may be made upon the highest one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the policy is issued. The one in authority bearing the title Commissioner, Director or Superintendent of Insurance of the state or commonwealth wherein the policy is issued is hereby authorized and directed to accept service of process on our behalf in any such claim or "suit".

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 010 12 07**

**NAMED INSURED ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

It is agreed that the following are Named Insureds under the policy (collectively referred to as the "Named Insureds") and shall be treated under the policy as Named Insureds for coverage purposes, subject to all terms, conditions, limits and exclusions provided in the policy.

<b>Named Insured(s)</b>	<b>Address(es)</b>
Healthy Living Spaces, LLC	369 Montezuma Ave #169 Santa Fe NM 87301

**Any person or organization not included in the schedule above does not qualify as a Named insured under this policy.**

By accepting this policy, each Named Insured agrees:

- a. The statements contained in the Policy Declarations and any other supplemental materials, application and information submitted herewith are true, accurate, and complete, and such statements and representations are incorporated herein and made a part of this policy.
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations, and such statements and representations are incorporated herein and made a part of this policy.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 019 07 10**

**CONTINUOUS INJURY OR DAMAGE PROVISION**

It is agreed that the following shall be added and apply to all coverages of the policy:

An "occurrence" may result in "bodily injury" or "property damage" which occurs during the policy periods of different policies we issued to you which provide coverage substantially similar to that provided in this policy. In that case, all "bodily injury" and "property damage" shall be subject to the Each Occurrence Limit applicable to only one policy and it will be the first such policy during which any of such "bodily injury" or "property damage" occurred.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 025 08 10**

**PREMIUM AND RATE ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

Minimum Policy Premium (Applicable at expiration)	100%
Minimum Earned Premium	Policy Effective Date: 11/10/11: 25%
	First Anniversary of Policy Effective Date: 11/10/12: N/A
Audit Period	Not Subject to Audit
Exposure Basis	Gross Revenues
Estimated Exposure at Policy Inception	\$66,000.
Composite Rate*	Not Applicable
Policy Premium	\$3,300.00

\*This rate is subject to change as per policy endorsement activity effective during the policy period.

It is agreed that the Earned Premium(s) due for this policy shall be calculated as follows in the event of the following:

1. This policy remains in effect for ninety (90) days or less, the Minimum Earned Premium shall be the Policy Premium or Estimated Policy Premium (whichever is applicable) as shown on the Policy Declarations multiplied by the applicable minimum earned premium percentage shown in the table above.
2. If this policy is cancelled by you after this policy has been in effect for more than ninety (90) days, the refund will reflect the balance, if any, after applying the greater of the following:
  - a. The Minimum Earned Premium as calculated using the applicable percentage shown in the table above;
  - b. Short Rate charge equal to ninety percent (90%) of the pro rata unearned premium; or
  - c. The earned premium as determined by audit, if applicable.
 The cancellation will be effective even if we have not made or offered a refund.
3. If this policy is cancelled by us after this policy has been in effect for more than ninety (90) days for reasons other than the non payment of premium, the earned premium for this policy shall be computed on a pro rata basis. The return premium will be subject to the earned premium as determined by audit, if applicable.

If the policy to which this endorsement is attached is subject to premium audit as noted on the Declarations, the following shall apply:

1. The premium as displayed on the Policy Declarations as Estimated Premium is a provisional premium only that is subject to adjustment based on our rules and rates and the Premium Audit provisions of this policy. Premium adjustments effected as a result of premium audit will be finalized after the policy is no longer in effect. Premium audits may also be performed by us on an interim basis while the policy is in effect.
2. Your entire "gross revenue" shall be used in computing the premium due unless certain services or items are excluded by specific endorsement to this policy.

"Gross Revenue" means the gross amount charged by you for services performed during the policy period, and **does not exclude** bad debt, accounts receivable, or amounts that have not yet been billed for services performed.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 026 08 10**

**TOTAL POLLUTION EXCLUSION (COMMERCIAL GENERAL LIABILITY)**

This Endorsement modifies insurance provided under the Commercial General Liability Coverage Form.

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

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 029 08 10**

**CROSS SUITS EXCLUSION (CGL)**

This Endorsement modifies insurance provided under the Commercial General Liability Coverage Form:

This insurance does not apply to any damage, claim, "suit", or Supplementary Payments:

**Cross Suits**

Claimed by any Named Insured against another Named Insured.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 98 036 11 04**

**PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT**

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

<b>Additional Insured(s)</b>	<b>Specified Project</b>
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 042 12 09**

**CERTIFICATES OF INSURANCE**

The Company will not review, accept or retain copies of any certificates of insurance or additional insured endorsements prepared by anyone. Moreover, the Company will not be responsible for any liability resulting from the issuance of any unauthorized endorsement or the issuance of an endorsement which has been authorized by the Company but where the authorized wording is amended or revised in any way, without the prior written approval of the Company. The Company will not be responsible for any liability resulting from the issuance of any certificate of insurance. In no event does anyone have the authority to issue certificates of insurance which include any addition and/or modification of the policy terms and conditions, additional named insureds, waivers of subrogation or any special additional coverages unless expressly approved in writing by the Company.

Copies of all certificates of insurance and any endorsement sent with those certificates must be retained by the issuer for the time period required by state law or regulation in the state in which the certificate of insurance is issued, but in no event less than five years from the date indicated on the certificate.

Unless this policy is physically endorsed, the issuance of a certificate of insurance does not amend, extend, or alter the coverage provided by this policy or change the person(s) or entities to whom such coverage is afforded under this policy. No one without the express written authority of the Company has the authority to issue certificates of insurance or endorsements of any kind including without limitation additional insured endorsements, which include any addition and/or modification of this policy's terms and conditions, or purport to add any additional insured(s) and/or change any term, condition, or provision of this policy unless such policy changes or modifications are first approved by the Company and a policy endorsement is issued by the Company and signed by an officer of the Company.

All terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.



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

**ENV 01 066 08 10**

**ASBESTOS AMENDATORY ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

The following exclusion is added to all SECTIONS and coverage parts of the policy.

This insurance does not apply to any "bodily injury" or "property damage" at any time arising out of the manufacture of, mining of, sale of, installation of, or distribution of asbestos products, asbestos fibers or products containing asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such "bodily injury" or "property damage" at any time as a result of the manufacture of, mining of, sale of, installation of, or distribution of asbestos products, asbestos fibers or asbestos dust.

Furthermore, we shall not be obligated to defend any claim or "suit" against any insured alleging "bodily injury" or "property damage" arising out of or contributed to, by any and all manufacture of, mining of, sale of, installation of, or distribution of asbestos products, asbestos fibers or asbestos dust.

For the purpose of this endorsement, "bodily injury" shall include disability, disease, occupational disease, sickness, and shock.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 086 06 06**

**WAR OR TERRORISM EXCLUSION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

The following exclusion shall be added to and apply to all SECTIONS and coverage parts of the policy.

This insurance does not apply to:

**War Or Terrorism**

“Bodily injury”, “property damage”, or “Personal or Advertising Injury” arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (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; or
- (4) “Terrorism”, including any action taken in hindering or defending against an actual or expected incident of “terrorism”

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

In the event of any incident of “terrorism” that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents of “terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

The following definition is added:

“Terrorism” means activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:
  - (1) Use or threat of force or violence; or
  - (2) Commission or threat of a dangerous act; or
  - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
  - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

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

**ENV 01 090 07 07**

**WATER INTRUSION EXCLUSION**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

It is agreed that the following exclusion shall be added to SECTION I, COVERAGE A., Par. 2. - Exclusions of the policy:

With respect to any operations performed by you or on your behalf, this insurance does not apply to "property damage" to any real or personal property arising from or caused by, in whole or in part, rain, hail, snow, or any other form of precipitation.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 101 08 10**

**EMPLOYEE BENEFITS LIABILITY COVERAGE ENDORSEMENT**

***THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT IS WRITTEN ON A CLAIMS MADE BASIS***

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

It is agreed that the following changes are incorporated into the policy:

A. The following shall be added to the COVERAGE section of the policy as COVERAGE EB:

**1. COVERAGE EB. Employee Benefits Liability Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a claim first made against the insured during the policy period by an "employee", or "employee's" beneficiaries or legal representatives caused by a negligent act, error, or omission of the insured, in the "administration" of the insured's "employee benefit programs". We will have the right and duty to defend any "suit" seeking those damages. But:
  - (1) The amount we will pay for damages and all supplementary payments is limited as described in SECTION III - LIMITS OF INSURANCE of this coverage;
  - (2) We may investigate any claim or "suit" at our discretion;
  - (3) We may settle any claim or "suit" at our sole discretion; and
  - (4) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments, settlements, or supplementary payments.
- b. This insurance applies only to claim first made against the insured in the "coverage territory" and received by us in writing during the policy period, provided the insured at the effective date of this insurance had no knowledge of or could not have reasonably foreseen any circumstances which might result in such claim.

**2. Exclusions.**

This insurance does not apply to claim or "suits" "arising from":

- a. Any dishonest, fraudulent, criminal, civil or malicious act;
- b. Libel, slander, discrimination, humiliation, or sexual harassment;
- c. "Bodily injury", "property damage" or "personal and advertising injury";
- d. Failure of performance of a contract by any insurer;
- e. The insured's failure to comply with any law concerning workers' compensation, unemployment insurance, social security, disability or any other benefits or any similar law, including but not limited to the Employee Retirement Income Security Act of 1974 (ERISA), Patient Access to Responsible Care Act (PARCA), the Family Medical Leave Act (FMLA), the Omnibus Budget Reconciliation Act (COBRA), the Health Insurance Portability and Accountability Act of 1996, the Newborn's and Mother's Health Protection Act of 1996, or the Mental Health Parity Act of 1996, and any subsequent amendments;
- f. Failure of stock shares or investments (i.e. bonds, money market funds) to perform as represented by the insured; or advice given by an insured to an "employee" to participate or not to participate in a stock subscription or investment plans (i.e., 401(k));
- g. Fines, civil penalties, punitive damages or taxes;
- h. The insured's failure to procure or maintain adequate bonds or insurance on assets of any "employee benefit program";
- i. Any failure to collect any contribution or premium due under any "employee benefit program";
- j. Damages other than monetary damages;
- k. The insured's direction of or failure to direct medical care to any person;
- l. The insured's discretionary or negligent judgment to exclude, add or subtract any benefits under any "employee benefit program";
- m. Claims made by a third party other than a beneficiary or legal representative.

B. Solely with respect to Coverage EB, the WHO IS AN INSURED section of the policy is deleted in its entirety and the following language is inserted in lieu thereof:

## SECTION II - WHO IS 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 any insured. Your members and your partners are also insureds, but only with respect to the conduct of your business.
    - c. An organization other than a partnership or joint venture, 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.
  2. Your "employees" authorized to act in the "administration" of your "employee benefit programs" are insureds, but only for acts within the scope of their employment with you.
  3. No person or organization is an insured that is not shown as a Named Insured in the Declarations of the policy.
- C. Solely as respects Coverage EB, the following shall be added to the LIMITS OF INSURANCE section of the policy: Subject to the General Aggregate Limit provided in subparagraph 2. of SECTION III, the most we will pay for the sum of all damages and supplementary payments under COVERAGE EB. is \$1,000,000.
- D. Solely as respects this endorsement, the CONDITIONS section of the policy is amended by addition of the following:  
**Duties in the Event of Act, Error or Omission:**  
You must see to it that we are notified as soon as practicable of any employee becoming aware of any claim or any act, error or omission that may result in a claim under COVERAGE EB. EMPLOYEE BENEFITS LIABILITY.
- E. Solely as respects this endorsement, the DEFINITIONS section of the policy is amended by addition of the following:  
"Administration" means:
  1. Giving counsel to "employees" with respect to any "employee benefit program";
  2. Interpreting any "employee benefit program";
  3. The handling of records in connection with any "employee benefit program"; and
  4. Effecting enrollment, termination or cancellation of "employees" under any "employee benefit program".  
"Administration" does not mean:
  1. The exercise of or failure to exercise any authority or control respecting:
    - (a) The management of any "employee benefit program"; or
    - (b) The investment or disposition of any "employee benefit program" or its assets; or
  2. The rendering of any advice with respect to the investment of any assets of any "employee benefits program".  
"Employee Benefit Programs" means a qualified group life insurance or group accident or health insurance program, unemployment compensation, social security and death benefits insurance.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 114 06 07**

**EXCLUSION-NEW YORK OPERATIONS**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of the policy.

<b>SCHEDULE</b>
<p><b>Description of Designated Operation(s):</b></p> <p>Any ongoing operation or work performed in the State of New York, including work in progress, completed operations, any contractual liability or "insured contract" within the State of New York.</p>

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

This insurance does not apply to any loss, cost, damage, claim, suit or liability arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

The definition of the term "coverage territory" in Section V - Definitions, Section 4. is amended to specifically exclude the State of New York.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 300 08 10**

**COVERAGE D - ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY**

***THE COVERAGE AFFORDED UNDER THIS ENDORSEMENT IS WRITTEN ON A CLAIMS-MADE AND REPORTED BASIS***

***SUPPLEMENTARY PAYMENTS REDUCE THE LIMITS OF INSURANCE***

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

The descriptions in the headings of this Endorsement form no part of the terms and conditions of the coverage under this Endorsement.

It is agreed that the following changes are incorporated into the policy.

A. The following Exclusion is added to and shall apply to all coverage parts and sections of the policy:

This insurance does not apply to claims, "suits", damages, "bodily injury", "property damage", "personal and advertising injury", or Supplementary Payments arising out of the rendering of or failure to render any professional services by you or anyone who is performing work on your behalf.

Professional services include, but are not limited to, the following:

1. Preparing, approving, recommending or failing to prepare, approve, or recommend, maps, drawings, opinions, reports, surveys, field orders, change orders, designs, specifications, hazard assessment plans, response actions, abatement methods or products, air monitoring plans or insurance requirements;
2. Supervisory, inspection, training, or engineering activities;
3. Commercial or industrial hygiene, air monitoring, testing, or laboratory analysis;
4. Construction engineering, design, or assessment;
5. Foundation engineering, design or assessment;
6. Slope stability engineering, design or assessment;
7. Seismic engineering, design, or assessment;
8. Geotechnical engineering, design, or assessment. Geotechnical engineering, design, or assessment does not include "Environmental Geotechnical/ Geophysical Consulting";
9. Soil engineering, compaction studies, or assessment;
10. Construction material testing; and
11. Public health, legal, accounting, medical, nursing, data processing, and investment advisory services.
12. Architectural services.

However, it is agreed that the exclusion of professional services 1, 2, and 3 as shown above shall not apply to the following coverage added to SECTION I. - COVERAGES as COVERAGE D. - Environmental Consultant's Professional Liability:

B. **COVERAGE D - Environmental Consultant's Professional Liability**

The following shall be added to the policy as COVERAGE D:

1. **Insuring Agreement.**

- a. We will pay on behalf of the insured those sums that the insured becomes legally obligated to pay as "covered damages" because of the negligent acts, errors or omissions of the insured in the performance of professional services which are rendered by you or on your behalf for others for a fee in the "coverage territory". We will have the right and duty to defend any claim or "suit" seeking those "covered damages". We may at our discretion investigate and/or settle any claim or "suit" for "covered damages". But:

- (1) The amount we will pay for "covered damages" is limited as described in the LIMITS OF INSURANCE section of the policy; and

(2) Our right and duty to defend end at such time when allegations potentially covered by the policy are either dropped or dismissed with prejudice or when we have used up the applicable limit of insurance in the payment of judgments, settlements, Supplementary Payments or in our offer to settle or the tender to the potential plaintiff of the applicable limit of insurance. Once the applicable limit of insurance has been exhausted, we shall not be obligated to defend or continue to defend any claim or "suit" or pay any "covered damages" or Supplementary Payments. We have the right to seek reimbursement for any Supplementary Payments we incur in connection with any claim or "suit" that we defend which is found by judicial determination or by mutual agreement of the parties to this policy to not be covered under the policy.

b. This insurance applies to "covered damages" only if:

- (1) The "covered damages" arise out of the performance of professional services subsequent to the "Retroactive Date" as set forth in this endorsement and before the end of the policy period;
- (2) The negligent act, error or omission is committed subsequent to the "Retroactive Date" as set forth in this endorsement and before the end of the policy period;
- (3) The insured's responsibility to pay "covered damages" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to; and
- (4) A claim for "covered damages" is first made against, and reported to us by, the insured in writing during the policy period.

## 2. Exclusions.

This policy does not apply to any claim, "suit", "covered damages" or Supplementary Payments arising out of:

### a. **Prior Acts, Errors, or Omissions**

Any act, error or omission which might arise into a claim in rendering professional services made or committed prior to the inception date of the policy if any "supervisory employee" of any insured knew or reasonably could have foreseen that such act, error or omission took place.

### b. **Expected, Intended or Dishonest Acts.**

Any dishonest, fraudulent, malicious, willful, wanton, illegal, expected or intentional act by or at the direction of any insured; or any intentional, deliberate or willful failure by any insured to comply with any statute, regulation, ordinance, administrative complaint, notice of probation, notice letter, executive order or instructions of any governmental or public agency or body.

### c. **Contractual Liability.**

Breach of contract or failure to perform any contract or agreement or the assumption of liability by any insured in a written or oral contract or agreement. This exclusion does not apply to liability for "covered damages" that you would have in the absence of the contract or agreement.

### d. **Workers Compensation and Similar Laws.**

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

### e. **Employers Liability.**

"Bodily injury" to:

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

This exclusion applies:

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

### f. **Property Damage.**

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) "Your product;
- (3) Premises you sell, give away, or abandon;



- (4) Property loaned to you; or
- (5) Property in the care, custody or control of the insured.

g. **Products Liability.**

"Your product."

h. **Aircraft, Auto, Rolling Stock or Watercraft.**

The ownership, maintenance, use or entrustment to others of any aircraft, "auto", "mobile equipment", rolling stock or watercraft. Use includes operation and "loading or unloading."

i. **Guaranties and Warranties.**

Any implied, express, oral or written guarantee or warranty.

j. **Cost Estimates.**

Estimates of probable professional or construction time or cost being exceeded.

k. **Failure to Complete.**

The failure to complete drawings, specifications, plans, programs, surveys, training schedules or specifications on time, or the failure to act upon shop drawings or notices of any kind on time.

l. **Insurance.**

The advising or requiring of, or failure to advise or require, or failure to maintain any form of insurance, surety or bonding.

m. **Antitrust.**

Antitrust, unfair competition or restraint of trade.

n. **Development, Sale, Acquisition - Real Estate.**

The development of, acquisition, transfer or sale of real estate by you or on your behalf, or any defect or impairment to title to real property, including fixtures.

o. **Patent Infringement.**

Use of, infringement of or interference with patents, trademarks, service marks, trade names, copyright, software, trade secrets, intellectual property or other similar rights.

p. **Non Owned Disposal Sites.**

Any location to which you arrange for, send or have sent materials or substances for treatment, recycling, reclamation, storage or "disposal".

q. **Transportation.**

Any waste or any products, materials or "pollutants" transported, shipped or delivered via "mobile equipment", "auto", aircraft, watercraft or rolling stock beyond the boundaries of the site at which professional services are being or have been conducted.

r. **Force Majeure.**

Any consequence, whether direct or indirect, of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, evolution, insurrection for military or usurped power, strike, riot, civil commotion, flood, earthquake, windstorm or other acts of God.

s. **Cross Suits**

Claimed by any of the following:

- (1) any related business enterprise which is operated, managed or owned, in whole or in part, by the insured, or
- (2) a parent company of the insured, or
- (3) any affiliated or subsidiary company of the insured; or
- (4) any Named Insured against another Named Insured.

t. **Financing and Payment.**

The advising or requiring of, or failure to advise or require, or failure to maintain or procure any financing or monies for the payment of any portion of any project, or of services or labor connected with any project.

**u. Excluded Damages**

- (1) injunctive or equitable relief;
- (2) the return of fees or other charges for services rendered; and
- (3) any fines, including but not limited to civil, administrative or criminal fines, penalties, assessments, multiplied damages, liquidated damages or damages for delay; and
- (4) Punitive or exemplary damages, unless insurable by law.

**v. Duplication of Coverage**

Any "covered damage" or part thereof which may be alleged as covered under a coverage part of this policy if we have accepted coverage or a coverage part has been held to apply for such claim, "occurrence", or "suit" or part thereof under any other coverage part of this policy.

**C. The following changes are incorporated into the WHO IS AN INSURED section of the policy:**

Paragraph 2 is amended by adding the following:

- e. Any retired partner, director or employee of the Named Insured while acting within the scope of their duties as a consultant on behalf of the Named Insured.

**D. The following changes are incorporated into the LIMITS OF INSURANCE section of the policy:**

2. Paragraphs 1., 2. and 5. are deleted and replaced with the following:

1. The Limits of Insurance shown in the Declarations and the rules below determine the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Occurrences";
  - c. Claims made or "suits" brought;
  - d. Persons or organizations making claims or bringing "suits";
  - e. Certificates of insurance issued; or
  - f. Negligent acts, errors or omissions.
2. The General Aggregate Limit stated in the Declarations is the maximum amount we will pay for the sum of:
  - a. all damages under COVERAGE A. and COVERAGE B.;
  - b. all payments under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B;
  - c. all medical expenses under COVERAGE C. - MEDICAL PAYMENTS;
  - d. all "covered damages" under COVERAGE D. - ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY; and
  - e. all Supplementary Payments.

Supplementary Payments will reduce the limits of insurance.

Upon exhaustion of the General Aggregate Limit, we shall have no obligation to make any further payments to or on behalf of the insured for defense, indemnification or otherwise.

5. Subject to the General Aggregate Limit in paragraph 2. above, the Each Occurrence Limit is the maximum amount we will pay for the sum of:
  - a. all damages under COVERAGE A. and for all other Supplementary Payments arising out of "bodily injury" or "property damage" caused by a single covered "occurrence"; and
  - b. all "covered damages" because of all negligent acts, errors, or omissions of the insured under COVERAGE D arising out of any one claim.

Supplementary Payments will reduce the limits of insurance.

One or more claim arising out of the same or related acts, errors or omissions in rendering professional services shall be considered a single claim, whether or not made and reported in different policy periods. The Limit of Insurance shown in the Declarations as applicable to Each Occurrence that was in effect when the first claim was made and reported is applicable to any claim made and reported in subsequent policy periods, and all such claims shall be subject to one such limit of liability.

**E. The following changes are incorporated into the CONDITIONS section of the policy:**

Paragraph 2. Duties In The Event Of An "Occurrence", Offense, Claim Or "Suit" is deleted and replaced with the following:

2. Duties In The Event Of An "Occurrence", Offense, Claim, "Suit" or Negligent Act, Error or Omission
  - a. You must see to it that we receive written notification as soon as practicable of any "supervisory employee" becoming aware of any claims, "suits" or any negligent acts, errors or omissions which may result in a claim or "suit". Notice should include:
    - (1) How, when and where the "occurrence", offense, or negligent act, error or omission 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.
    - (4) The nature of any "covered damages" arising out of the negligent act, error or omission.
  - 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. The insured and any "employee" of such 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";
    - (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; and
    - (5) Be willing to submit to recorded statements and examinations under oath and must sign his or her testimony.
  - 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.

- F. Solely as respects this endorsement, the following definitions are added to the DEFINITIONS section of the policy:
- "Covered damages" means:
- a. Monetary awards or settlements of compensatory damages for which the insured becomes legally obligated to pay, and
  - b. All supplementary payments.

"Environmental Geotechnical/ Geophysical Consulting" means providing professional advice or services as related to the physics and physical processes of the Earth's subsurface that have the potential to affect the absorption, dispersion or transport of "pollutants" within the Earth's subsurface. "Environmental Geotechnical/ Geophysical Consulting" does not include Geologic Engineering, Geotechnics, or Geophysics.

"Retroactive date" means the date set forth in this endorsement and is the earliest date that any negligent acts, errors or omissions can commence for coverage to be provided under this policy.

"Supervisory employee" means any "executive officer" project foreman, site supervisor, project manager, or any officer, director, manager or supervisor who is or who has at any time been employed by or working on behalf of any insured.

- G. It is agreed that the coverage provided by this endorsement shall be subject to a retention described as follows:

<b>SELF INSURED RETENTION</b>	
<b>Amount and Basis of Self Insured Retention</b>	
N/A	per claim
	per occurrence

Our obligation under the policy to pay "covered damages" to you or on your behalf applies only to the amount of "covered damages" or Supplementary Payments in excess of any self-insured retention amount stated in the Schedule above. The limits of insurance applicable to such coverages will not be reduced by the amount of such self-insured retention. Bankruptcy, insolvency, or inability to pay the self-insured retention by any insured shall not increase our obligation under the policy.

The self-insured retention shall be borne by a Named Insured.

The insured will exercise utmost good faith, diligence and prudence to accept any reasonable offer of settlement within the self-insured retention. You may not settle any claim or "suit" which exceeds the applicable self-insured retention amount indicated in the Schedule of this endorsement without our written consent to do so. Alternatively, at our sole election, the insured, at our request, shall pay over and deposit with us the self insured retention amount as specified, to be applied by us as payment toward any damages, supplementary payments or expenses incurred by us in the handling or settlement of any such incident, claim, offense, "occurrence" or "suit". If we make such an election, we shall have the right to negotiate a reasonable settlement which is more than, equal to, or less than the self-insured retention amount (and will return the balance to you, if any, of any unused self-insured retention). The payment is due within thirty (30) days of our request. The Self Insured Retention will be applied by us as payment toward any "covered damages" incurred in the handling or settlement of any such claim or "suit".

The retention amount stated in the Schedule shown above shall apply as follows:

1. **Per Claim Basis** - if the retention is on a "per claim" basis, the retention amount applies separately to each claim and separately to all "covered damages" because of negligent acts, errors or omissions arising directly out of the performance of professional services as a result of any one claim sustained by any one person or organization.
2. **Per Occurrence Basis** - if the retention is on a "per occurrence" basis, the retention amount applies to all "covered damages" because of each negligent act, error or omission arising directly out of the performance of professional services regardless of the number of persons or organizations who sustain damages.

DEDUCTIBLE	
Amount and Basis of Deductible	
\$2,500	per claim
	per occurrence

1. Our obligation under the policy to pay "covered damages" to you or on your behalf applies only to the amount of "covered damages" in excess of any deductible amounts stated in the Schedule above, and the limits of insurance applicable to each occurrence or claim will be reduced by the aggregate amount of all such deductibles applicable to each occurrence or claim.
2. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us. The payment is due within thirty (30) days of our request.

The retention amount stated in the Schedule shown above shall apply as follows:

1. **Per Claim Basis** - if the retention is on a "per claim" basis, the retention amount applies separately to each claim and separately to all "covered damages" because of negligent acts, errors or omissions arising directly out of the performance of professional services as a result of any one claim sustained by any one person or organization.
2. **Per Occurrence Basis** - if the retention is on a "per occurrence" basis, the retention amount applies to all "covered damages" because of each negligent act, error or omission arising directly out of the performance of professional services regardless of the number of persons or organizations who sustain damages.

#### H. EXTENDED REPORTING PERIOD

Solely as respects the coverage provided by this endorsement, the following EXTENDED REPORTING PERIOD OPTION is added.

1. Automatic Extended Reporting Period

Upon termination of this policy for any reason other than non-payment of premium or non-compliance with the terms and conditions of this policy, a claim first made against the insured and reported to us, in writing, within 30 days of the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for "covered damages" because of a negligent act, error or omission in the performance of professional services in the "coverage territory" provided:

- (1) The negligent act, error or omission is committed subsequent to the "Retroactive Date" as set forth in this Endorsement and before the end of the policy period; and
- (2) The "covered damages" arise out of the performance of professional services subsequent to the "Retroactive Date" as set forth in this Endorsement and before the end of the policy period.

All coverage shall be subject to all of the policy terms, conditions and exclusions. The Automatic Extended Reporting Period shall only apply if no other similar insurance is in force at the time of the Automatic Extended

Reporting Period. The Automatic Extended Reporting Period shall not in any way reinstate or increase the Limits of Insurance or extend the policy period.

2. Optional Extended Reporting Period

This Section applies only if:

- a. We cancel or do not renew this policy for any reason except non-payment of the premium or non-compliance with the terms and conditions of this policy; or
- b. We renew or replace this policy with other insurance that:
  - (1) Provides claims-made coverage for professional services; and
  - (2) Has a "Retroactive Date" later than the one as set forth in this Endorsement.

3. If we provide the Extended Reporting Period Endorsement:

- a. A claim first made against the insured and reported to us, in writing, during the period specified on the CLAIMS-MADE COVERAGE—OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT (COVERAGE D.-ENVIRONMENTAL CONSULTANT'S PROFESSIONAL LIABILITY) but no longer than three years after the end of the policy period will be deemed to have been made on the last day of the policy period, provided that the claim is for "covered damages" because of a negligent act, error or omission in the performance of professional services in the "coverage territory" provided:
  - (1) The negligent act, error or omission is committed subsequent to the "Retroactive Date" as set forth in this Endorsement and before the end of the policy period; and
  - (2) The "covered damages" arise out of the performance of professional services subsequent to the "Retroactive Date" as set forth in this Endorsement and before the end of the policy period.
- b. The Extended Reporting Period, if purchased, is available by endorsement and cannot be renewed. All coverage during the Extended Reporting Period is subject to all of the policy terms, conditions and exclusions. The Extended Reporting Period, if purchased, starts on the effective termination date of this policy.
- c. The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the policy period.

4.. We will issue this Endorsement if the first Named Insured shown in the Declarations:

- a. Makes a written request for the Extended Reporting Period which we receive within 30 days after the end of the policy period; and
- b. Promptly pays the additional premium when due. The additional premium will not exceed 200% of the annual policy premium.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due.

5.. We will determine the actual premium for the Extended Reporting Period Endorsement in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this policy for future payment of damages; and
- d. Other related factors.

6. If we fail to offer to renew this policy at the same rates or with the same form, that will not constitute cancellation or non-renewal by us.

I. RETROACTIVE DATE

It is agreed that coverage afforded by this endorsement shall be subject to a "retroactive date" described as follows:

<b>RETROACTIVE DATE:</b>	11/10/06
If no "retroactive date" is indicated, the "retroactive date" is the effective date of this endorsement.	

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

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

**ENV 01 401 09 10**

**MOLD PRIOR OCCURRENCE ENDORSEMENT**

This Endorsement shall not serve to increase our limits of insurance, as described in the LIMITS OF INSURANCE section of this policy.

This endorsement modifies insurance provided under the following:  
Contractor's Pollution Liability

"Bodily injury", "property damage," "cleanup costs", or "covered damages" caused in whole or in part by "fungi" which occurred during the claims made policy term set forth below and for which a claim is made against the insured and reported to us in writing, in such written form as we may require, during this policy period, shall be deemed to have occurred during this policy period.

<b>PRIOR CLAIMS MADE POLICY TERM:</b>	
<b>Retroactive Date:</b>	11/10/06
<b>Expiration Date:</b>	11/10/11

**EXCLUSIONS:**

The coverage afforded by this Endorsement does not apply to claims:

1. first made and reported to any carrier prior to the effective date of this Endorsement;
2. made against us because the limits of liability under any other policy are insufficient or have been exhausted due to the payment of "claims";
3. due to the insolvency or bankruptcy of any carrier;
4. of which the insured knew or should have known prior to the effective date of this Endorsement;
5. for which there is any other collectible insurance or for which there would be collectible insurance but for the exhaustion of the applicable limit of liability;
6. not covered under any prior insurance policy due to exclusionary language or otherwise;
7. not covered under any prior insurance policy because they are within a deductible or self insured retention; or
8. which do not solely relate to "your work" to which this insurance applies.

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

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.