

# 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 attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (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 attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

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

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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 seven 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.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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, in any manner, 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, in any manner, of material whose first publication took place before the beginning of the policy period.

**d. Criminal Acts**

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

**e. Contractual Liability**

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

**f. Breach Of Contract**

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

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

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

**h. Wrong Description Of Prices**

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

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

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

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

**j. Insureds In Media And Internet Type Businesses**

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

**l. Unauthorized Use Of Another's Name Or Product**

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

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

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

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

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

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

#### c. Injury On Normally Occupied Premises

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

### d. Workers' Compensation And Similar Laws

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

### e. Athletics Activities

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

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

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

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

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

## SECTION II – WHO IS AN INSURED

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

2. Each of the following is also an insured:

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

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

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

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

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

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

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

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

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

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

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;



- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

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

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

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

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

#### **9. When We Do Not Renew**

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

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

### **SECTION V – DEFINITIONS**

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

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

**9. "Insured contract" means:**

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

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

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

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

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

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

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

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

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

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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 modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed as follows:

- A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to add the following to paragraph 2. **Exclusions:**

This insurance does not apply to:

**1. Professional Services**

“**Bodily injury**” or “**property damage**” arising out of the rendering of or failure to render any professional service.

**2. Athletic or Sports Participants**

“**Bodily injury**” or “**property damage**” incurred by any person while practicing, instructing or participating in any physical exercises, games, sports or athletic contests or exhibitions.

- B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph 2. **Exclusions:**

This insurance does not apply to:

**1. Professional Services**

“**Personal and advertising injury**” arising out of the rendering of or failure to render any professional service.

**2. Athletic or Sports Participants**

“**Personal and advertising injury**” incurred by any person while practicing, instructing or participating in any physical exercises, games, sports or athletic contests or exhibitions.

**3. Injury to Employees**

“**Personal and advertising injury**” to an “**employee**” of the insured, arising out of and in the course of employment by the insured.

- C. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph 2. **Exclusions:**

**1. Cross Suits**

Any claim brought by a Named Insured against any other Named Insured.

**2. Enumerated Substances**

- a.** Any injury or damage arising in whole or in part out of the actual, alleged, or threatened exposure to or presence of the following in any form, or out of any substance, material or property that contains any of the following in any form:

(1) Sulfates;

(2) Chromated copper arsenate;

(3) Fire retardant treated wood.

- b.** Any loss, cost or expense arising out of or related to the testing of, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, any material listed in **a.** above, or arising out of any request, order, or requirement to do so.

- D. SECTION III – LIMITS OF INSURANCE** is amended to add the following to paragraph 5.:



## BEST CHOICE CONTRACTOR PROGRAM

### Changes in Commercial General Liability

The Each Occurrence Limit is the most we will pay regardless of the number of policies which may apply to the same “**occurrence**”, and which were issued to an insured or its affiliates by us or our affiliates.

- E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to delete the condition entitled **Separation of Insureds** and replace it with the following:

#### **Separation of Insureds**

Except with respect to the Limits of Insurance, this insurance applies separately to each insured against whom claim is made or “**suit**” is brought. Provided, however, that this insurance does not apply to claims made by any Named Insured against any other Named Insured.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**BEST CHOICE CONTRACTOR PROGRAM****Blanket Additional Insured - Owners, Lessees or Contractors**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number:	Endorsement Effective:	at 12:01 a.m.
Named Insured:		

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s): (Blanket)	(Specific)
<b>Any person or organization that the Named Insured is obligated by virtue of a written contract or written agreement to make an additional insured on this Coverage Part, provided such contract or agreement:</b> <ul style="list-style-type: none"><li>• Is currently in effect or becomes effective during the policy period; and</li><li>• Was executed prior to:<ul style="list-style-type: none"><li>a. the bodily injury, or property damage; or</li><li>b. the offense that caused the personal and advertising injury;</li></ul>for which the additional insured seeks coverage.</li></ul>	and
<b>Location(s) of Covered Operations:</b>	
<b>Any location in the "coverage territory" that is subject to the contract or agreement specified above.</b>	and

- A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that insured.
- 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 part of the same project.
- C.** With respect to the insurance afforded to these additional insureds, this insurance also does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  2. Supervisory, inspection, architectural or engineering activities.
- D. Primary and Noncontributory Insurance**
- If so required by a written contract or written agreement, this insurance will be primary to, and will not seek contribution from, other insurance under which the additional insured is a named insured. But in all other instances, and notwithstanding anything to the contrary in the condition entitled **Other Insurance**, this insurance will be excess of any other insurance available to the additional insured.



## BEST CHOICE CONTRACTOR PROGRAM

### Blanket Additional Insured - Owners, Lessees or Contractors

- E. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add the following to the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit**:

Any additional insured pursuant to this Coverage Part will, as soon as possible:

1. Give us written notice of any claim, or of any **occurrence** or offense that may result in a claim;
2. Send us copies of all legal papers received and otherwise cooperate with us in the investigation, defense or settlement of the claim; and
3. Make available any other insurance and tender the defense and indemnity of any claim to any other insurer or self-insurer whose policy or program applies to a loss that we cover under this Coverage Part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

- F. Solely with respect to the insurance granted by this endorsement:

1. The words "you" and "your" refer to the Named Insured shown in the Declarations.
2. **Your work** means work or operations performed by you or on your behalf, and materials parts or equipment furnished in connection with such work or operations.

**G. Blanket Waiver of Subrogation**

We waive any right of recovery we may have against an entity that is an additional insured under the terms of this endorsement with respect to payments we make for injury or damage arising out of **your work** done under a written contract or written agreement with that person or organization, provided such contract or agreement:

1. Requires such a waiver of our rights;
2. Is currently in effect or becomes effective during the policy period; and
3. Was executed prior the **bodily injury, property damage or personal and advertising injury** that gave rise to the claim.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

## Commercial General Liability Coverage Part Declarations

Policy No. \_\_\_\_\_ Effective Date: \_\_\_\_\_ 12:01 A.M. Standard Time

Named Insured:

### 1. Limits of Insurance:

General Aggregate Limit:	\$	_____	
Products – Completed Operations Aggregate Limit:	\$	_____	
Personal And Advertising Injury Limit	\$	_____	
Each Occurrence Limit:	\$	_____	
Damage To Premises Rented To You Limit:	\$	_____	Any one premises
Medical Expense Limit:	\$	_____	Any one person

**2. Location of All Premises You Own, Rent, or Occupy:**

### 3. Premium:

Classification	Code	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Total Advance Premium						
(p) payroll – per \$1000	(a) area – per 1000 sq. ft.	(e) each	(u) units			
(c) total cost – per \$1000	(s) gross sales – per \$1000	(m) admissions – per 1000				

**4. Surcharges, Taxes and Fees, if any, and the Total Amount Due:**

Name of Tax, Fee or Surcharge	Amount
-------------------------------	--------

**Total Amount Due**

Your premium includes the following amount for Certified Acts of Terrorism

**5. Forms and endorsements attached to this Coverage Part at issuance:**

Please see Schedule of Applicable Forms



**BEST CHOICE CONTRACTOR PROGRAM**

**Commercial General Liability Coverage Part Declarations**

SAMPLE

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES 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  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

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

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

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

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

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

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

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

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.

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

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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

## **EXCLUSION – DESIGNATED WORK**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Description of your work:**

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 21 53 01 96

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

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Designated Ongoing Operation(s):**

**Specified Location (If Applicable):**

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing 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.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

## EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

## SCHEDULE

Description And Location(s) Of Operation(s):
<div data-bbox="667 680 1307 1029" style="position: absolute; opacity: 0.1; transform: rotate(-30deg); font-size: 100px; pointer-events: none;">DRAFT</div>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- Page 1 of 1



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

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY**

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:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

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

## **EXCLUSION – CONTRACTORS – PROFESSIONAL LIABILITY**

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**:

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph 2. **Exclusions:**

This insurance does not apply to:

- **Earth Movement**

“**Bodily injury**”, “**property damage**” or “**personal and advertising injury**” arising in whole or in part out of “**earth movement**”.

**B.** Only with respect to the **Earth Movement** exclusion added by paragraph **A.** above, the Section entitled **DEFINITIONS** is amended to add the following definition:

- “**Earth movement**” means:

1. Earthquake (whether naturally occurring or man-made), including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
2. Landslide (whether naturally occurring or man-made), including any earth sinking, rising or shifting related to such event;
3. Mine subsidence, meaning subsidence of a man-made mine whether or not mining activity has ceased; or
4. Earth sinking, rising, or shifting (whether naturally occurring or man-made), including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to delete the condition entitled **Representations**, and replace it with the following:

**Representations**

By accepting this policy, you agree that:

- a. The particulars, statements and warranties in all **“applications”** for this insurance are true, accurate and complete, and that no material facts have been suppressed or misstated;
- b. The aforementioned particulars, statements and warranties are representations the Named Insured made to us on behalf of all of you;
- c. We have issued this Policy in reliance upon those representations and they are the basis of this contract and a material inducement to issue this Policy; and
- d. All those representations are hereby incorporated herein and deemed attached to and made part of this Policy as if physically attached to it.

For the purpose of this **Representations** condition:

- **“Applications”** means:
  - a. all new, renewal or supplemental applications; and
  - b. all associated attachments, materials, statements or other information;provided to us for the purpose of obtaining the insurance provided by this Policy, or by any policy issued by us or **“our affiliates”** of which this Policy is a renewal.
- **“Our affiliates”** means any insurer controlling, controlled by, or under common control, with us.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion – Bodily Injury To Employees - Absolute

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to delete the exclusion entitled **Employers Liability** and replace it with the following:

This insurance does not apply to:

#### **Employers Liability**

**“Bodily injury”** to:

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

This exclusion applies:

- (1) Whether an 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.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph 2. **Exclusions**:

This insurance does not apply to:

- **Weather-Related Loss From Roofing Work**

Any claim for damage to any building, structure or its contents that:

- (1) is caused by or results from, in whole or in part, wind, ice, hail, rain or snow or any combination of these; and
- (2) is alleged to have occurred while the roof or other precipitation barrier atop or above a building or structure was under construction, repair or replacement, and before such work was complete. Only for the purpose of this exclusion, and notwithstanding anything to the contrary in the definition of “**products-completed operations hazard**”, such work will be considered complete only after the building or structure’s owner, construction manager or real estate manager has accepted the entirety of all roofing-related work as complete, including any portions of the work completed by others, and without regard to whether the insured’s own portion of such work was already complete.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion - Condominiums, Townhouses, Time-Shares and Tracts

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph 2. **Exclusions**:

This insurance does not apply to:

- **Residential Condominiums, Townhouses, Time-Shares and Tracts**

Claims for injury or damage arising out of work involving, related to, or performed on or at:

- (1) Common-interest residential developments, including condominiums, townhouses, cooperatives, and planned developments;
- (2) Any premises where apartments, townhouses or other residential units have been or are converted to any kind of common-interest form of ownership, such as those where members jointly own the premises' common areas, or the exteriors of the premises' buildings or structures, or the entirety of the premises, and regardless of whether:
  - (a) any insured was involved with the conversion;
  - (b) any insured had knowledge of the conversion; and
  - (c) the conversion occurred prior to or after any insured's work at the premises;
- (3) Timeshare developments; or
- (4) Any project or premises on which more than 10 houses have been built, or are in any stage of planning, development or construction.

However, this exclusion does not apply to:

1. Maintenance, service, or non-structural repairs to the common areas of a completed and occupied common-interest development;
2. Non-structural remodeling or repair of a single dwelling unit for the dwelling unit's owner at premises described in paragraphs (1) or (2) above. For the purpose of this provision, the owner of a share in cooperative housing will be considered the owner of the unit s/he occupies or controls;
3. Non-structural remodeling or repair of a single dwelling unit for the manager of a time-share development;
4. Remodeling or additions to a single house in a development described in paragraph (4) above; or
5. Work performed for the individual owner of a single home in a development described in paragraph (4) above.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Limitation of Coverage to Described Operations

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### DESIGNATED OPERATIONS SCHEDULE

Classification(s) and Described Operations:

It is understood and agreed as follows:

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to add the following to the subsection entitled **Insuring Agreement**:

Subject to all of the provisions above, the following additional restrictions apply:

1. This insurance applies only to “**bodily injury**” or “**property damage**” that arises out of:
  - a. operations described in a **Class Code and Description** in the **DESIGNATED OPERATIONS SCHEDULE**;
  - b. operations that are specifically described as included in such a classification; and
  - c. operations necessary and incidental to **a.** or **b.** above.
2. But whether or not necessary or incidental to operations described in paragraph 1. above, this insurance does not apply to “**bodily injury**” or “**property damage**” arising out of operations that are specifically described as not included in that classification.

**B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is amended to add the following to the subsection entitled **Insuring Agreement**:

Subject to all of the provisions above, the following additional restrictions apply:

1. This insurance applies only to “**personal and advertising injury**” that arises out of:
  - a. operations described in a **Class Code and Description** in the **DESIGNATED OPERATIONS SCHEDULE**;
  - b. operations that are specifically described as included in such a classification; and
  - c. operations necessary and incidental to **a.** or **b.** above.
2. But whether or not necessary or incidental to operations described in paragraph 1. above, this insurance does not apply to “**personal and advertising injury**” arising out of operations that are specifically described as not included in that classification.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





## BEST CHOICE CONTRACTOR PROGRAM

### AMENDED DEFINITIONS - EMPLOYEE, LEASED WORKER AND TEMPORARY WORKER

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the section entitled DEFINITIONS is amended to delete the definitions of **“employee”**, **“leased worker”** and **“temporary worker”** and replace them with the following:

- **“Employee”** means any of the following:
  - a. A worker who provided to its Named Insured employer a completed and signed Form W-4 Employee's Withholding Certificate (Department of the Treasury - Internal Revenue Service form) prior to any relevant **“occurrence”** under Coverage A, and prior to any relevant offense under Coverage B, of this Coverage Part. A worker will not be considered an **“employee”** pursuant to this paragraph unless the Named Insured employer provides us a copy of the completed W-4, or unless we have alternative proof of employment.
  - b. A worker to whom its Named Insured employer provided a Form W-2 Wage and Tax Statement (Department of the Treasury – Internal Revenue Service form) applicable to a period that ended no earlier than 12 months prior to any relevant **“occurrence”** under Coverage A, nor to any relevant offense under Coverage B, of this Coverage Part. A worker will not be considered an **“employee”** pursuant to this paragraph unless the Named Insured employer provides us with a copy of such a W-2, or unless we have alternative proof of employment.
  - c. A **“leased worker.”** A worker will not be considered a **“leased worker”** until we are provided a copy of the applicable written labor leasing agreement in effect on the date of the relevant **“occurrence”** under Coverage A or the relevant offense under Coverage B.

But **“employee”** does not include a **“temporary worker.”**

- **“Leased worker”** means a person leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **“Leased worker”** does not include **“temporary worker.”**
- **“Temporary worker”** means a person who is furnished to you to substitute for a permanent **“employee”** on leave or to meet seasonal and short-term workload conditions. **“Temporary worker”** includes casual laborers.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Continuous or Progressive Injury And Damage Exclusion**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, under paragraph **1. Insuring Agreement**, is amended to delete subparagraphs **b.**, **c.** and **d.** in their entirety, and replace them with the following:
- 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**”; and
    - (2) The “**bodily injury**” or “**property damage**” occurs during the policy period, and also began during the policy period.
  - c.** This insurance does not apply to “**bodily injury**” or “**property damage**”:
    - (1) that began, or is alleged to have begun, prior to the inception date of this Policy, even if such “**bodily injury**” or “**property damage**” is alleged to have also occurred in part during the policy period, and even if you were not aware, as of the inception date of this policy,, that the “**bodily injury**” or “**property damage**” had begun prior to the policy period;
    - (2) that began during the policy period, but is caused, or alleged to be caused, by the same condition that resulted in “**bodily injury**” or “**property damage**” that began prior to the policy period.
  - d.** “**Bodily injury**” or “**property damage**” that began during the policy period includes any continuation, change or resumption of that “**bodily injury**” or “**property damage**” after the policy period, but only if there is no other insurance available to the insured for such continuation, change or resumption of “**bodily injury**” or “**property damage**”.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion - Unlicensed Contractors

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**A. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to add the following to paragraph **2. Exclusions**:

This insurance does not apply to:

- **Unlicensed Contractors**

“**Bodily injury**” or “**property damage**” arising out of that portion of “**your work**” for which you, or any contractor performing the work on your behalf, were not a “**validly licensed contractor**” at the time the work was performed.

**B.** The Section entitled **DEFINITIONS** is amended to add the following definition:

- “**Validly licensed contractor**” means:

- a. A person or organization with a license in good standing in the jurisdiction in which the work was performed that permits the person or organization to perform the type of work that was performed, without regard to whether such licensure is mandatory or optional in that jurisdiction; or
- b. A person or organization performing work for which licensure is not available in the jurisdiction where the work was performed.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Amendment - Other Insurance Condition

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to delete the condition entitled **Other Insurance** in its entirety and replace it with the following:

- **Other Insurance**

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

- a. This insurance is excess over any other valid and collectible insurance available to the insured, excepting only:
  - (1) Insurance specifically written to apply on an excess basis over this insurance; and
  - (2) Insurance under which an additional insured under this policy is a named insured, but only if you are required by a written contract to make this insurance primary and noncontributory with respect to such insurance. This insurance will be excess of any other insurance available to such additional insured.
- b. 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.
- c. When this insurance is excess over other insurance, we will pay only the amount of 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.
- d. If one or more policies of other insurance also apply on an excess basis, then 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.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion - Prior Completed or Abandoned Work

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### PRIOR WORK SCHEDULE

Date: \_\_\_\_\_

(If no entry appears above, then the Date will be the inception date of the policy to which this endorsement is attached.)

It is understood and agreed as follows:

- A.** Notwithstanding anything to the contrary in any **Insuring Agreement** contained in this Coverage Part, and in addition to any restrictions imposed by other endorsements applicable to this Coverage Part, it is understood and agreed that the following additional requirement is added to every **Insuring Agreement** in this Coverage Part:

However, this insurance does not apply to any claim or “**suit**” seeking damages arising out of “**your work**” that was:

- (1) completed prior to the date shown in the **PRIOR WORK SCHEDULE**; or
- (2) abandoned by the insured prior to the date shown in the **PRIOR WORK SCHEDULE**.

- B.** Only for the purpose of paragraph **A.** above, “**your work**” will be considered:

- completed when that part of the work done at a job site has been put to its intended use by any person or organization.
- abandoned when the insured has failed to provide labor, materials or services for its portion of a construction project for at least 90 days, despite that portion not being accepted as complete by the project’s owner, general contractor or construction manager.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the policy is amended as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **“bodily injury”** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **“fungi”** or **“microbes”** on or within a building or structure, or on or within any contents of a building or structure. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury;
- B. **“property damage”** arising out of or relating to the actual, alleged or threatened contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes** on or within a building or structure, or on or within any contents of a building or structure; or
- C. any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of, **fungi** or **microbes**, by any **Insured** or by anyone else. This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such loss, cost or expense.

However, this exclusion does not apply to:

- i. any **“fungi”** or **“microbes”** that are, are on, or are contained in, a good or product intended for bodily consumption; or
  - ii. **“microbes”** that were transmitted directly from person to person.
- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. **“personal and advertising injury”** arising out of or relating to, in whole or in part, the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or growth or presence of any **fungi** or **microbes** on or within a building or structure, or on or within any contents of a building or structure;
- B. any loss, cost or expense arising out of or relating to the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of, **“fungi”** or **“microbes”**, by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

However, this exclusion does not apply to:

- i. any **“fungi”** or **“microbes”** that are, are on, or are contained in, a good or product intended for bodily consumption; or
  - ii. **“microbes”** that were transmitted directly from person to person.
- III. As used herein:

- A. **“fungi”** means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by or arising out of the current or past presence of **“fungi.”**



## BEST CHOICE CONTRACTOR PROGRAM

### Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement

- B. “**microbe**” means any non-fungal microorganism, or non-fungal, colony-form organism, that causes infection or disease. “**Microbe**” includes any spores, mycotoxins, odors or any other substances, products or byproducts produced by, released by or arising out of the current or past presence of microbes.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

SAMPLE





This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

- **Economic And Trade Sanctions Condition**

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "**suit**" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "**suit**" is prohibited by U.S. economic or trade sanctions;
3. Any claim or "**suit**" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.





This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the policy is amended as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. “**bodily injury**” arising, in whole or in part, out of the actual, alleged or threatened:

1. respiration; or
2. ingestion;

at any time of “**silica**,” or

- B. “**property damage**” arising in whole or in part out of the actual, alleged or threatened presence of “**silica**.”

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to “**personal and advertising injury**” arising, in whole or in part, out of the actual, alleged or threatened:

- A. exposure at any time to; or

- B. presence at any time of;

“**silica**.”

- III. The following definition is added:

“**Silica**” means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silicone dioxide.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Lead Exclusion Endorsement

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** and **Coverage B – Personal And Advertising Injury Liability**, the paragraphs entitled **Exclusions**, are amended to add the following exclusion:

This insurance does not apply to “**bodily injury**”, “**property damage**” or “**personal and advertising injury**” arising out of the actual or alleged exposure to or presence of lead.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion - Sexual Action

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph **2. Exclusions**:

This insurance does not apply to:

- **Sexual Action**

Any claim for injury or damage arising out of conduct or communication alleged to be for the purpose of sexual gratification or alleged to have sexual connotations, where such conduct or communication served to discriminate against, intimidate, coerce or otherwise negatively affect others, regardless of whether such effects were intended.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exclusion - Punitive Damages

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** are amended to add the following to paragraph **2. Exclusions**:

This insurance does not apply to:

- **Punitive or Exemplary Damages**

Punitive or exemplary damages or the multiplied portion of multiplied damages. This exclusion does not apply if such exclusions are not permitted in the state where the first Named Insured is domiciled.

If a “**suit**” seeks compensatory damages that are covered by this insurance, and also seeks punitive, exemplary or multiplied damages because of the same “**occurrence**” or offense, then the request for punitive, exemplary or multiplied damages will not serve to negate our duty to defend the “**suit**.” But we will have no obligation to pay any attorney fees, interest or other costs attributable to punitive, exemplary or multiplied damages.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Silica Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the policy is amended as follows:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

- A. “**bodily injury**” arising, in whole or in part, out of the actual, alleged or threatened:

1. respiration; or
2. ingestion;

at any time of “**silica**,” or

- B. “**property damage**” arising in whole or in part out of the actual, alleged or threatened presence of “**silica**.”

- II. Under **COVERAGES, Coverage B – Personal And Advertising Injury Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to “**personal and advertising injury**” arising, in whole or in part, out of the actual, alleged or threatened:

- A. exposure at any time to; or

- B. presence at any time of;

“**silica**.”

- III. The following definition is added:

“**Silica**” means the chemical compound silicon dioxide (SiO<sub>2</sub>) in any form, including dust which contains silicone dioxide.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**BEST CHOICE CONTRACTOR PROGRAM****Multi-Purpose Change Endorsement**

Amends Policy No. \_\_\_\_\_ Endorsement Effective \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
Date: \_\_\_\_\_ at 12:01 A.M. Standard Time

First Named Insured: \_\_\_\_\_

**The combined impact of this endorsement's changes are:**

	Return Amount	Additional Amount
Advance Premium ( Pro-Rata Factor = _____ )	_____	_____
(Name of Tax, Fee or Surcharge)	_____	_____
(Name of Tax, Fee or Surcharge)	_____	_____
(Name of Tax, Fee or Surcharge)	_____	_____
<b>Total Amount Owed or Due</b>	_____	_____

It is understood and agreed that the Policy is amended, but only with respect to those items that are check marked below:

**A. With respect to the Common Policy Declarations:**

- ☐ 1. The following are added as Named Insureds: (only for Inland Marine Coverage Part if this box is checked: ☐)
- ☐ 2. The following are deleted as Named Insureds:
- ☐ 3. The mailing address of the first Named Insured is amended to read as follows:
- ☐ 4. The Policy Period is amended to read as follows:  
**From** \_\_\_\_\_ **t** \_\_\_\_\_ at 12:01 A.M. at the mailing address of the first Named Insured.  
**:** \_\_\_\_\_ **o** \_\_\_\_\_
- ☐ 5. Item 3. is amended to add the following Coverage Part:
- ☐ 6. Item 3. is amended to delete the following Coverage Part:

**B. With respect to the form entitled Schedule of Applicable Forms:**

- ☐ 7. The following forms are added:
- | Form Number | Form Title |
|-------------|------------|
|             |            |
|             |            |
|             |            |
- ☐ 8. The following forms are deleted:
- | Form Number | Form Title |
|-------------|------------|
|             |            |
|             |            |
|             |            |

## Multi-Purpose Change Endorsement

**C. With respect to the Commercial General Liability Coverage Part:**

☐ 9. The Limits of Liability shown in Item 1. are amended to read as follows:

General Aggregate Limit:  
Products – Completed Operations Aggregate Limit:  
Personal And Advertising Injury Limit:  
Each Occurrence Limit:  
Damage To Premises Rented To You Limit:  
Medical Expense Limit:

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_ Any one premises  
\$ \_\_\_\_\_ Any one person

☐ 10. The following classifications are **A)** = Added; **D)** = Deleted; **C)** = Changed to show different Premium Basis.\*\*

**	Classification	Code	Premium Basis	Rate		Annual Premium	
				Pr/Co	All Other	Pr/Co	All Other
<div style="display: flex; justify-content: space-between; font-size: small;"> <div>(p) payroll – per \$1000</div> <div>(a) area – per 1000 sq. ft.</div> <div>(e) each</div> <div>(u) units</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>(c) total cost – per \$1000</div> <div>(s) gross sales – per \$1000</div> <div>(m) admissions – per 1000</div> </div>							

**D. With respect to the Commercial Inland Marine Coverage Part:**

☐ 11. The Limits of Insurance and Deductible shown in the **Small Tools Floater Schedule of Coverages** are amended to read as follows:
 

I. LIMITS OF INSURANCE (Coverage applies only to tools for which a Limit is shown in **A.** or **B.** below.)
 

**A.** Your “**Tools**”:
 

1. Owned \$ \_\_\_\_\_ any one “**tool**”
 2. Leased or rented from others: \$ \_\_\_\_\_ any one “**tool**”

**B.** Employee “**Tools**” \$ \_\_\_\_\_ any one “**tool**”
 **C.** All “**tools**” in any one occurrence: \$ \_\_\_\_\_

 II. DEDUCTIBLE \$ \_\_\_\_\_

☐ 12. The following Loss Payees are **A)** = Added; **D)** = Deleted; **C)** = Changed\*\*
 

	Name and Address of Loss Payee	Clause Applicable	Description of Property / Loan Number	Location (if applicable)
**				

**Key to Clauses**                      (I)p Loss Payee      (II)p Lender Loss Payee  
**Applicable:**



## BEST CHOICE CONTRACTOR PROGRAM

### Multi-Purpose Change Endorsement

- ☐ 13. Section III of the **Small Tools Floater Schedule of Coverages** is amended to describe the following equipment and its insured value:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

SAMPLE





## BEST CHOICE CONTRACTOR PROGRAM

### Schedule of Applicable Forms

Policy Number: \_\_\_\_\_

#### I. Policy Level Forms applicable to all Coverage Parts:

Form Number	Form Title
(tbd)	Policy Jacket
CNA97904XX (4-2020)	Common Policy Declarations
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion

#### II. Additional Forms Applicable to Commercial General Liability Coverage Part

Form Number	Form Title
CNA97913XX (4-2020)	Commercial General Liability Declarations
CG 00 01 12 19	Commercial General Liability Coverage Form

#### III. Additional Forms Applicable to Commercial Inland Marine Coverage Part

Form Number	Form Title
CNA97915XX (4-2020)	Commercial Inland Marine Declarations
CNA97916XX (4-2020)	Small Tools Floater Coverage Form



## BEST CHOICE CONTRACTOR PROGRAM

### Asbestos Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

It is understood and agreed that the following exclusion is added:

This insurance does not apply to:

- A. “bodily injury”, “property damage” or “personal and advertising injury”** arising out of the actual, alleged or threatened exposure at any time to “**asbestos**,” or
- B. any loss, cost or expense that may be awarded or incurred:**
1. by reason of a claim for any “**bodily injury**”, “**property damage**” or “**personal and advertising injury**” arising out of the actual, alleged or threatened exposure at any time to “**asbestos**,” or
  2. in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of “**asbestos**.”

As used herein, “**asbestos**” means the mineral in any form whether or not the asbestos was at any time:

- i. airborne as a fiber, particle or dust;
- ii. contained in or formed a part of a product, structure or other real or personal property;
- iii. carried on clothing;
- iv. inhaled or ingested; or
- v. transmitted by any other means.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



## BEST CHOICE CONTRACTOR PROGRAM

### Exterior Finish System Products/Completed Operations Property Damage Exclusion Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that:

- I. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions**, is amended to add the following exclusion:

This insurance does not apply to:

“**Property damage**” included in the “**products-completed operations hazard**” arising out of, caused by, or attributable to, whether in whole or in part, an “**exterior finish system**” or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such system.

- II. The section entitled **DEFINITIONS** is amended to add the following new definition:

“**Exterior finish system**” means a synthetic exterior wall cladding system that is intended to be water tight at the outside surface and designed to consist of:

- a. A “**backer board**” that is attached to any building surface or substrate;
- b. An integrally reinforced base coat on the face of the “**backer board**”;
- c. A protective finish applied to the surface of the base coat; and
- d. Applicable accessories, flashings, coatings, caulking and sealants

that interact to form an energy efficient wall.

As used herein, “**backer board**” includes but is not limited to insulation board, foam board, cement board, cementitious backer board, plywood, oriented strand board, any gypsum based board, metal sheet, concrete block or concrete.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Employment-Related Practices Exclusion Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability** and **Coverage B – Personal And Advertising Injury Liability**, the paragraphs entitled **Exclusions**, are amended to add the following exclusion:

This insurance does not apply to:

**“Bodily injury”** or **“personal and advertising injury”** to:

(1) a person arising out of any:

- (a) refusal to employ that person;
- (b) termination of that person's employment; or
- (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination 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.

However, solely with respect to **Coverage A**, this exclusion does not apply to physical injury a person sustains during a job interview while attempting to demonstrate a physical capability or skill required by the job.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

**Rejection of Certified Acts of Terrorism Coverage****REJECTION OF CERTIFIED ACTS OF TERRORISM COVERAGE****INSTRUCTIONS TO INSURED:**

You are hereby notified that under the Terrorism Risk Insurance Act, as extended and reauthorized ("Act"), you have a right to purchase insurance coverage of losses arising out of acts of terrorism, as defined in Section 102(1) of the Act, subject to all applicable policy provisions. The Terrorism Risk Insurance Act established a federal program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks.

This Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism, which is an act committed by an individual or individuals to coerce the government or population of the United States, that results in aggregate losses of \$5 million or more. The 2007 reauthorization no longer requires the act of terrorism to be committed by or on behalf of a foreign interest and certified acts of terrorism now encompass, for example, a terrorist act committed against the United States government by a United States citizen when the act is determined by the federal government to be "a certified act of terrorism."

You may choose to exclude Certified Acts of Terrorism, as described above. This Rejection of Certified Acts of Terrorism Coverage form is valid only if fully completed and returned to us. To reject such coverage, please affirm the REJECTION OF TERRORISM STATEMENT below for the policy number and period indicated by checking the "Reject" box corresponding to the Coverage Part to be rejected. In addition, the SIGNATURE BLOCK (below) must be completed in its entirety. The applicable policy will then be endorsed to exclude terrorism, and the premium recalculated.

The states of CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, RI, WA, WI, and WV have Standard Fire Policy (SFP) statutes that are applicable to your Property and, in CA, ME, MO, OR and WI, to your Inland Marine coverages. In these states, coverage is required to be provided for fire damage that results or follows from any cause of loss, even those that are otherwise excluded. As a result, although certified acts of terrorism are excluded from your policy, we are statutorily required to insure against fire damage that might result from otherwise excluded acts of terrorism. In addition, certain states may not allow coverage for certified acts of terrorism to be rejected for any coverage part. Terrorism coverage cannot be rejected for Workers' Compensation in any state.

If the circumstances in the above paragraph apply, the United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

Further, this coverage is subject to a limit on our liability, pursuant to the federal law where if aggregate insured losses attributable to terrorist acts certified under the Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

This Rejection of Certified Acts of Terrorism Coverage form applies only during the policy period indicated below. Please consult your CNA agent with any questions regarding this form.

**BEST CHOICE CONTRACTOR PROGRAM****Rejection of Certified Acts of Terrorism Coverage****REJECTION OF TERRORISM STATEMENT**

Account Name: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Policy Period: --/--/---- to --/--/----

Coverage Part	Reject

I hereby agree to the rejection of terrorism coverage for the listed coverage parts, as indicated above. I understand that a rejection of terrorism coverage means the exclusion of foreign and domestic acts of terrorism that are determined by the Department of Treasury to be Certified Acts of Terrorism as defined in the Terrorism Risk Insurance Act. I also recognize by waiving this coverage, if I so choose to add terrorism coverage on at a later date within this policy term, coverage will not be available if the alert level has been raised above "orange". I hereby agree that I am abiding by the rules and terms of my mortgagee, loss payee or additional insured as interest may appear, and have notified them of my intent to reject coverage.

**SIGNATURE BLOCK**

By: _____ Authorized Representative's Signature	_____ Authorized Representative's Title
_____ Named Insured	_____ Date of Signature

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 03 00 01 96

**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

Coverage	SCHEDULE	
	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	\$	\$

(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.



## 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.

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

## CNA Best Choice General Liability Application

Pricing shown is valid until: XX/XX/XX

Thank you for choosing BTIS® for your General Liability insurance needs. The following is an overview of the information that you provided. Should you have any questions, please do not hesitate to contact your Agent.

### Your Personal Information

Name	
Email Address	
Phone Number	
Cell Phone Number	

### Your Business Information

Business Name(s)	
Applicant Name	
DBA	

Business Address(es)	
Location Address	
Mailing Address	

### Your Coverages & Limits

General Liability	
Coverage	
Policy Term	
Issuing Carrier	

General Liability Limits of Insurance	
General Aggregate	
Each Occurrence	
Products-Completed Operations Aggregate	
Personal & Advertising Injury	
Medical Expense Limit (Any one person)	
Damage to Premises Rented to You (Any one premises)	
Deductible	

**Agent Name:**  
**Agent Number:**  
**Agent Email:**  
**Agency Name:**  
**Agency Address:**

**Requested Effective Date:**  
**Submission Id:**  
**Policy Number:**

It is declared that this application and any materials submitted or required (which shall be maintained on file by the Insurer and be deemed attached as if physically attached to the proposed Policy) are true and are the basis of the proposed Policy and are to be considered as incorporated into and constituting a part of the proposed Policy.

SAMPLE

**Requested Effective Date:**  
**Submission Id:**  
**Policy Number:**

Business Operations	
	Percentage of Work:
The following operations are included in this classification:	
The following operations are not included in this classification:	

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

The following operations are included in this classification:

The following operations are not included in this classification:

#### Description of Operations

#### Special Conditions

☐ No New Residential Construction Work Prior to Certificate of Occupancy is Allowed. Premium Credit is Applied.

#### Payroll, Sub Costs & Receipts

Total Annual Active Employee Payroll	
Total Annual Sub-Contracting Costs	
Estimated Annual Gross Receipts	

#### Additional Business Information

Contractor License Number	
Type of Business Entity	
Number of Active Owners	
Insurance History	

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

## Optional Coverages

SAMPLE

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

## Your Eligibility Statements

The applicant's gross receipts will not exceed \$1,500,000 (\$1,650,000 if a renewal) in the next 12 months and the applicant has no past or current planned jobs exceeding \$500,000 in value.
The applicant has not completed any work involving apartment conversions, construction work involving condominiums, town homes or time shares in the past 10 years, nor does the applicant plan to begin or complete such work in the future.
In the past 2 years the applicant has not built any structures as a general contractor or developer, or performed work as a construction or project manager, and has no plans to do so.
The applicant does not perform: (1) fire damage, water damage as a result of fire or flood, mold damage or termite damage repair or remediation as a general contractor; or (2) work related to railroads, gas stations, refineries, chemical plants, airports, public utilities, medical facilities, nursing homes, senior or military housing.
The applicant does not perform work in AK, the District of Columbia, FL, HI, KY, MD, or NY.
The applicant is not a subsidiary or affiliate of another entity, and the applicant does not have any other subsidiaries or affiliates.
The applicant has not had any claims or legal actions made or brought against it in the past 4 years and the applicant is not aware of any pending claims or legal actions against it.
The applicant has at least 2 years or more of construction experience.
The applicant has not performed work prior to approval for occupancy in tract developments or mobile home parks of more than 10 units in the past 4 years and has no plans to do such work in the future.
If the applicant hires sub-contractors, it verifies that it will obtain certificates of insurance from all sub-contractors providing evidence of general liability insurance with limits at least equal to this policy. The applicant must be named as an additional insured under each sub-contractor's policy and require a hold harmless agreement indemnifying the applicant against all losses from work performed for the applicant by all sub-contractors to the fullest extent permitted by applicable law.
The applicant does not perform any roofing, framing or window jobs except for incidental work performed as part of eligible operations (e.g. Residential Remodeling).
The applicant has and maintains a license in good standing in the jurisdiction(s) where work is performed, that permits the person or organization to perform the type of work they are performing, regardless of whether the license is mandatory or optional. A license is not required if a license is not available in the jurisdiction(s) where the work is performed.

## Your Terms and Conditions

Does the applicant agree to all of the terms stated in the above Your Eligibility Statements, Your Classification Statements and Your Coverages and Limits sections?	
--	--

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

## Your Policy Premium Information

Premium Information	
Occurrence Form	
General Liability Premium	
<b>Total General Liability Premium</b>	
Terrorism Coverage	
Policy Fee (Fully Earned)	
<b>Total General Liability Policy Premium</b>	
Broker Fee	
<b>Grand Total</b>	

### Important Information:

- Only US banks are accepted.
- A \$10 late fee will be applied if payment is received after the due date. Policies are subject to cancellation if payment is not made by the due date.
- A charge of \$25 will be assessed for any returned payment due to insufficient funds. (In Indiana, bad check charges will not exceed \$20 plus the amount actually charged by the depository institution.)
- All fully earned fees and premiums are earned at binding except where prohibited.
- A \$50 fee will be applied to reinstate a cancelled policy (Ohio is \$25), subject to underwriting approval to reinstate.

### Acknowledgements & E-Signature

#### DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002 AND ITS EXTENSIONS

##### A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

##### B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

##### C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Calendar Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

### Loss Warranty

<< Name of Applicant >> is requesting General Liability coverage from <<Name of Insurer>> (herein after collectively referred to as "Company").

This letter is submitted in connection with the Application of the above captioned Proposed Named Insured for the proposed insurance described above. It is understood and agreed that Company has relied upon this letter as being accurate and complete, and such letter is material to the risk assumed by Company in connection with its underwriting and decision to bind coverage for the proposed Insured.

"Claim" means a request or demand for money or services because of bodily injury, property damage, personal injury or advertising injury, received by or known by the Proposed Named Insured, including, but not limited to, the service of civil proceedings, institution of arbitration, or any other alternative dispute resolution proceeding.

The undersigned hereby warrants and represents that as of the date this application is executed, the applicant has no knowledge or information of any claim, fact, proceeding, circumstance, act, error or omission that has already given rise to, or might possibly be expected to give rise to, a "Claim" (as defined above) within the meaning of the proposed insurance, against any Insured in the past or future, except for such claims, facts, proceedings, circumstances, acts, errors or omissions, if any, which have been disclosed on this application, regardless of their resolution.

On behalf of the proposed Insured, the undersigned acknowledges and agrees that no coverage shall be afforded under the proposed insurance with respect to any "Claim" arising out of, based upon or in consequence of, directly or indirectly resulting from or in any way involving any claim, fact, proceeding, circumstance, act, error or omission that, prior to the inception of the captioned policy period, the proposed Insured had any reason to expect might give rise to a "Claim" against any Insured in the future.

In addition, the undersigned understands and accepts the provision that (a) coverage may be denied for any "Claim", (b) the Policy may be cancelled or rescinded and/or (c) the Insured may not be offered renewal terms, should it be determined by Company that the Insured violated the representations and warranties contained in this Warranty in any way.

### Agreements

<input checked="" type="checkbox"/>	I verify that my business activities do not include any other activities other than the company operations described in the classifications I have selected.
<input checked="" type="checkbox"/>	I have read and understood all information in my quote, and verify that all required information has been provided and is accurate.
<input checked="" type="checkbox"/>	I agree to accept delivery of the insurance policy and all related documents via email to the email address I have provided and consent to electronic transactions.
<input checked="" type="checkbox"/>	I agree to all terms and conditions. By agreeing, I am consenting to allow Builders & Tradesmen's Insurance Services, Inc. to bind and issue a policy for my business.

### Disclaimers

This is not a final quote, nor is it an offer of insurance. Pricing is based only upon the rating information you have provided and may be subject to change due to additional rating variables. In addition, this is not a policy, but merely a general description of coverages available. Refer to your actual policy for full coverage details including exclusions and limitations. Your policy will contain all of the terms and conditions applicable in the event of a loss or claim. Acceptability of this risk is dependent upon Company underwriting review and will be subject to an engineering and safety services survey, including your compliance with all recommendations made. By signing this form I authorize Builders & Tradesmen's Insurance Services, Inc. ("BTIS") to send text messages to my cell phone. I understand that text messaging rates will apply to any

CNA98211XX (7-2020) Page 8 of 11  
<<Date and time App submitted>>



Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

messages received from BTIS. I also understand that I or BTIS may revoke this permission in writing at any time. I agree not to hold BTIS liable for any electronic messaging charges or fees generated by this service.

## Warnings

### Coverage Warning: Limitation of Coverage to Business Description

Please carefully review the operations included in the classification(s) you have chosen to describe your business. Coverage under your policy only applies to injury or damage caused by operations included in the chosen classification(s).

### Fraud Warning

*[Prints when no state-specific warning applies]*

[NOTICE TO APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false or incomplete information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.]

*[Prints when Business Location Address is in Alabama]*

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

*[Prints when Business Location Address is in Arkansas]*

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

*[Prints when Business Location Address is in Colorado]*

[It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.]

*[Prints when Business Location Address is in Kansas]*

[Any person who knowingly and with intent to defraud, presents, causes to be presented or prepared with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain material, false information concerning any fact material thereto commits a fraudulent insurance act.]

*[Prints when Business Location Address is in Louisiana]*

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

*[Prints when Business Location Address is in Maine]*

[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.]

*[Prints when Business Location Address is in New Jersey]*

[Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]

*[Prints when Business Location Address is in New Mexico]*

[ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.]

*[Prints when Business Location Address is in Ohio]*

[Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.]

*[Prints when Business Location Address is in Oklahoma]*

[WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

*[Prints when Business Location Address is in Oregon]*

[Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, may be guilty of a fraudulent act which may be a crime and may subject such person to criminal and civil penalties.]

*[Prints when Business Location Address is in Pennsylvania]*

[Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

*[Prints when Business Location Address is in Rhode Island]*

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

*[Prints when Business Location Address is in Tennessee or Virginia]*

[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]

*[Prints when Business Location Address is in Washington]*

[It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]

*[Prints when Business Location Address is in West Virginia]*

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

*[Prints when Business Location Address is in Wyoming]*

[Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents

Agent Name:  
Agent Number:  
Agent Email:  
Agency Name:  
Agency Address:

Requested Effective Date:  
Submission Id:  
Policy Number:

false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

Applicant

Signed:

Date:

Producer

Signed:

Date: