



GENERAL LIABILITY COVERAGE

Storekeeper's Liability

AGREEMENT

The General Liability Coverage, subject to all of its **terms**, provides insurance against **business** legal liability of an **insured**, and other described coverages during the policy period, in return for payment of the required premium. It consists of this Agreement, the Declarations, the Liability Policy Provisions and any other forms or endorsements made part of it, including any required state endorsement(s). The Declarations include any Supplemental Declarations.

It is important that **you** read each part of the policy carefully to understand the coverage provided and **your** obligations as well as **our** obligations under the policy. Each coverage is subject to all policy **terms** relating to that coverage including the **terms** applicable to the entire policy, unless stated otherwise. The Principal Coverages as described in this policy form apply only if a limit of liability is shown for the coverage in the Declarations.

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LIABILITY POLICY PROVISIONS

A. DEFINITIONS

The following definitions apply to this General Liability Coverage:

1. The words **you** and **your** refer to the person or entity named in the Declarations and the words **we**, **us** and **our** refer to the insurance company named in the Declarations providing this insurance.
2. **Authorized representative** means:
 - a. Any **insured** listed in paragraph a. in the definition of **insured**; and
 - b. **Employees** authorized by **you** to give or receive notice of an **occurrence** or claim.
3. **Automobile** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached to the **automobile**. **Automobile** also means any other land vehicle that is subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where the **automobile** is licensed or principally garaged.
Automobile does not include **mobile equipment**.
4. **Bodily injury** means **bodily injury**, sickness or disease sustained by a person during the policy period, including death at any time resulting from such **bodily injury**, sickness or disease.

5. **Business** means a full or part time trade, profession, or other occupation including *farming* or the rental of property.
6. **Collapse hazard** means:
 - a. The collapse of, or structural injury to, a building or structure due to:
 - 1) Grading of land, excavating, burrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work; or
 - 2) Moving, shoring, underpinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support of that building or structure.

Collapse hazard includes any resulting *property damage* to any other property at any time.
 - b. **Collapse hazard** does not include *property damage*:
 - 1) Arising out of operations performed for *you* by independent contractors;
 - 2) Included within the *completed operations hazard* or *underground property damage hazard*; or
 - 3) For which liability is assumed by the *insured* under an *insured contract*.
7. **Coverage territory** means:
 - a. The United States of America, including its territories and possessions, Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage occurs in the course of travel or transportation between any place included in a. above; or
 - c. Anywhere else in the world with respect to:
 - 1) **Your product** manufactured or sold within the territory described in a. above;
 - 2) Activities of a person temporarily away from the territory described in a. above, while that person is conducting *your business*; or
 - 3) A *personal and advertising injury* offense that is disseminated through the Internet, cell phones or other digital devices;

only when the *insured's* obligation to pay damages is determined either by a *suit* within the territory described in a. above or a settlement to which *we* agree.
8. **Electronic data** means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, smart phones, tablets, data processing devices or any other depositories of computer software which are used with electronically controlled equipment. The phrase, computer programs, refers to a set of related electronic instructions which direct the operations and functions of a computer or device connected to it. These electronic instructions thereby enable the computer or connected device to receive, process, store, retrieve, or send material.
Electronic data does not include:
 - a. **Your** stock of prepackaged software; or
 - b. **Electronic data** which is combined with, and operates or controls, a building's elevator, lighting, heating, ventilation, air conditioning or security system.
9. **Employee** includes a *leased worker* but does not include a *temporary worker*.
10. **Explosion hazard** means:
 - a. **Property damage** arising out of detonation or blast.
 - b. **Explosion hazard** does not include *property damage*:
 - 1) Arising out of the *explosion hazard* of air or steam vessels, piping under pressure, prime movers, machinery or power transmission equipment;
 - 2) Arising out of operations performed for *you* by independent contractors;
 - 3) Included within the *completed operations hazard* or *underground property damage hazard*; or
 - 4) For which liability is assumed by the *insured* under an *insured contract*.
11. **Impaired property** means tangible property other than *your product* or *your work*:
 - a. Whose usefulness has been decreased:
 - 1) Because it includes *your product* or *your work* that is, or is thought to be, defective, deficient or dangerous; or
 - 2) Because *you* failed to comply with the terms of a contract or agreement; and
 - b. Whose usefulness can be restored:
 - 1) By the repair, replacement, adjustment or removal of *your product* or *your work*; or
 - 2) By *your* compliance with the terms of the contract.

12. **Insured** means:

- a. Each of the following is an **insured** under the conditions and limitations set forth below. When **you** are:
 - 1) An individual, both **you** and **your** spouse are **insureds**, but only with respect to the conduct of a **business** of which **you** are the sole proprietor.
 - 2) A partnership or joint venture, **you** are an **insured** and any partner or member and their spouses are **insureds**, but only with respect to the conduct of **your business**.
 - 3) An organization other than a partnership, joint venture or limited liability company, **you** are an **insured**, and the executive officers and directors are **insureds**, but only with respect to their duties as executive officers and directors. Stockholders are also **insureds**, but only with respect to their liability as stockholders.
 - 4) A limited liability company:
 - a) **You** are an **insured**;
 - b) The members of the limited liability company are **insureds**, but only with respect to the conduct of **your business**; and
 - c) The managers of the limited liability company are **insureds**, but only with respect to their duties as managers.
 - 5) A trust, **you** are an **insured** and **your** trustees are **insureds**, but only with respect to their duties as trustees.
- b. Each of the following is also an **insured**:
 - 1) Any person or organization while acting as **your** real estate manager.
 - 2) Any person or organization having proper temporary custody of **your** property if **you** die, only:
 - a) With respect to liability arising out of the maintenance or use of that property; and
 - b) Until **your** legal representative has been appointed.
 - 3) **Your** legal representative when **you** die, but only with respect to duties as **your** fiduciary. **Your** legal representative will have all **your** rights and duties under this General Liability Coverage.
- c. With respect to **mobile equipment** registered under any motor vehicle registration law and operated on a public highway, **your employee** while operating any such equipment in the course of their employment.
However, such **employee** is not an **insured** with respect to:
 - 1) **Bodily injury** to any co-**employee**; or
 - 2) **Property damage** to property owned by, rented to, in charge of, or occupied by **you**.

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

13. **Insured contract** means:

- a. A lease of premises, except that part of a lease of premises that indemnifies any person or organization for damage by fire to premises rented to or occupied by **you**;
- b. An easement or license agreement, except those related to construction or demolition operations within 50 feet of railroad property;
- c. An obligation to insure a municipality required by law or ordinance, except in connection with **your work** for the municipality;
- d. A sidetrack agreement; or
- e. An elevator maintenance agreement.

14. **Insured premises** means:

- a. The **retail store** designated on the Declarations, including the ways immediately adjoining it on land;
- b. Any new premises or warehouses acquired or rented by **you**, including the ways immediately adjoining it on land, to be occupied by **you** for the purpose of operating a **retail store**. **You** must report the intention to insure such premises under this policy within 30 days after acquisition or rental;
- c. Other premises, including the ways immediately adjoining it on land, if used in connection with the **retail store** described in paragraphs a. or b. above, if such other premises are:
 - 1) Parking areas where no charge is made by **you**;
 - 2) Private garages used exclusively for storage of **your business** property;
 - 3) Booths or exhibits at any fair or exposition for periods not exceeding 15 consecutive days;
 - 4) Premises not owned by **you** while **you** are temporarily using such premises for meetings or **employee** recreation; or

- 5) With respect to the **products hazard**, premises previously operated by **you** as a **retail store**; and
- d. Premises, including the ways immediately adjoining it on land, transferred by **you** (other than premises constructed for sale by **you**) if possession has been relinquished to others.
- 15. **Leased worker** means a person leased to **you** from a labor leasing firm under a written contract. This does not include a **temporary worker**.
- 16. **Medical expenses** means reasonable and necessary expenses for:
 - a. Medical, surgical, x-ray, ambulance, hospital, professional nursing, funeral and dental services;
 - b. Eyeglasses, contact lenses, prosthetic devices and prescriptions; and
 - c. First aid at the time of an accident.
- 17. **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 the **insured premises**;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1) Power cranes, shovels, loaders, diggers or drills; or
 - 2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2) Cherry pickers and similar devices used to raise or lower workers; or
 - f. Vehicles not described in a., b., c. or d. above, maintained primarily for purposes other than the transportation of persons or cargo.

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

 - 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 an **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.

Land vehicles subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where it is licensed or principally garaged are not **mobile equipment**, but will be considered **automobiles**.

- 18. **Occurrence** means an accident, including continuous or repeated exposure to substantially similar injurious conditions.
- 19. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of these offenses:
 - a. False arrest, detention, imprisonment or malicious prosecution;
 - b. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of any premises or part thereof a person occupies, committed by or on behalf of the owner, landlord or lessor;
 - c. Oral or written publication, of any kind and in any manner, that defames a person or organization by slander or libel or disparages that person's or organization's reputation, work, goods, products or services;
 - d. Oral or written publication, of any kind and in any manner, that violates a person's right to privacy;
 - e. The use of another's advertising idea in **your** advertisement; or
 - f. Infringing upon another's copyright, trade dress or slogan in **your** advertisement.
- 20. **Pollutant** means 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.

21. **Products/completed operations hazard:**

- a. **Products hazard** means **bodily injury** or **property damage** occurring away from the premises **you** own or rent and arising out of **your product** after physical possession of it has been relinquished to others.
- b. **Completed operations hazard** means **bodily injury** or **property damage** occurring away from the premises **you** own or rent and arising out of **your work** that has been completed. It does not include work that has not been completed or that has been abandoned.

Your work is completed at the earliest of the following times:

- 1) When all work specified in **your** contract has been done;
- 2) When all work to be done at a job site has been completed if **your** contract includes work at more than one site; or
- 3) When **your work** at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair or replacement because of a defect or deficiency, but which is otherwise complete, will be considered completed.

- c. Neither the **products hazard** nor the **completed operations hazard** includes **bodily injury** or **property damage** arising out of:

- 1) The transport of property, unless injury or damage occurs from a condition aboard a vehicle not owned or operated by **you**, that was created by the loading or unloading of the vehicle by an **insured**;
- 2) The presence of tools, uninstalled equipment, abandoned or unused materials; or
- 3) Products or work for which the classification in the Declarations or schedule states that **products/completed operations hazard** is included.

- 22. **Professional service** means any type of service requiring specialized education, knowledge, skill, or training and which may or may not require a license, certification or registration.

23. **Property damage** means:

- a. Physical injury to tangible property occurring during the policy period, including the loss of use resulting from such physical injury. Loss of use will be determined to have occurred at the time of such physical injury to tangible property; or
- b. Loss of use of tangible property which has not been physically injured provided such loss of use is caused by a covered **occurrence** during the policy period. Loss of use will be determined to have occurred at the time of the **occurrence** that caused it.

Property damage does not include loss or damage to **electronic data**.

- 24. **Retail store** means a store selling goods or products primarily by retail.

- 25. **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 an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages, and to which **you** must submit, or submit with **our** consent.

- 26. **Temporary worker** means a person provided to **you** as a substitute for an **employee** on leave or to fill a short-term or seasonal **business** need.

- 27. **Terms** means provisions, limitations, exclusions, definitions and conditions of **your** policy.

28. **Underground property damage hazard** means:

- a. **Property damage** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection with them, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling, pile driving or any similar operations.
- b. **Underground property damage hazard** does not include **property damage**:
 - 1) Arising out of operations performed for **you** by independent contractors;
 - 2) Included within the **completed operations hazard**; or
 - 3) For which liability is assumed by the **insured** under an **insured contract**.

29. **Unmanned aircraft** means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be operated with a human pilot aboard. **Unmanned aircraft** include aircraft commonly referred to as drones.

30. **Volunteer** means a person who donates their services for the conduct of **your business** without being given any type of compensation.
31. **Your product** means **business** property or products manufactured, sold, handled, distributed or disposed of by **you**, or by others trading under **your** name, or a person or organization whose **business** or assets **you** have acquired.
 - a. **Your product** includes:
 - 1) Warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **your product**;
 - 2) Provision of, or failure to provide, warnings, instructions or other sales support information; and
 - 3) Containers (other than vehicles), materials, parts or equipment furnished in connection with such **business** property or products.
 - b. **Your product** does not include:
 - 1) Vending machines;
 - 2) Property that is rented to or placed for the use of others, but not sold; or
 - 3) Real property.
32. **Your work** means:
 - a. Work or operations performed by **you** or on **your** behalf;
 - b. Materials, parts and equipment **you** supply for such work or operations;
 - c. Written warranties or representations made at any time regarding quality, fitness, durability or performance of **your work**; and
 - d. The provision of or failure to provide instructions or warnings.

B. PRINCIPAL COVERAGES

COVERAGE L-BODILY INJURY AND PROPERTY DAMAGE

1. WHAT WE PAY FOR

We pay those sums when the **insured** is legally obligated to pay damages because of **bodily injury** or **property damage** to which this coverage applies.

We have the right and duty to defend the **insured** against any **suit** seeking such damages, even if any of the allegations of the **suit** are groundless, false or fraudulent, provided the **suit** originates from **bodily injury** or **property damage** not otherwise excluded. **We** may make, at **our** option, any investigation and settle any claim or **suit** that **we** decide is appropriate. However, the amount **we** pay for damages will be limited as described in the How Much **We** Pay For Loss Or Claim section. **We** are not obligated to provide a defense, after **we** have paid, either by judgment or settlement, an amount equal to **our** limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments.

- a. Coverage L-**Bodily Injury** And **Property Damage** applies only if:
 - 1) **Bodily injury** or **property damage** is caused by an **occurrence** which takes place in the **coverage territory** during the policy period and must result from:
 - a) The ownership, maintenance or use of the **insured premises**; or
 - b) Operations necessary or incidental to the **insured premises**; and
 - 2) No **authorized representative** had knowledge prior to the inception of the policy period that the **bodily injury** or **property damage** occurred. If an **authorized representative** possessed such knowledge prior to the inception of the policy period, then any continuation, resumption or change of the **bodily injury** or **property damage** will be deemed to have been known prior to the policy period.
- b. **Bodily injury** or **property damage** which occurs during the policy period includes any continuation, resumption or change of that **bodily injury** or **property damage** after the end of the policy period, provided that no **authorized representative** had knowledge prior to the inception of the policy period that the **bodily injury** or **property damage** occurred.
- c. **Bodily injury** or **property damage** will be deemed to have been known to occur at the earliest time when any **authorized representative**:
 - 1) Makes a report of all or part of the **bodily injury** or **property damage** to **us** or any other insurer;
 - 2) Receives a verbal or written demand or claim for damages resulting from **bodily injury** or

- property damage*; or
- 3) Becomes aware by any means that *bodily injury* or *property damage* has occurred or begun to occur.
- d. Damages resulting from *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. WHAT WE DO NOT PAY FOR

These exclusions apply to Coverage L-*Bodily Injury And Property Damage*.

We do not pay for:

- a. **Abuse Or Harassment-*Bodily injury* or *property damage*** arising out of:
 - 1) The actual, alleged or threatened abuse, harassment or molestation by anyone of any person in the care, custody or control of any *insured*; or
 - 2) Claims against an *insured* alleging negligence or other wrongdoing in the supervision, employment, investigation, retention or reporting to the proper authorities, including the failure to report, of a person whose actions would be excluded by 1) above.
- b. **Access Or Disclosure-Damages** arising out of:
 - 1) Access to or disclosure of confidential, personal or *business* information, including but not limited to, patents, trade secrets, processing and manufacturing methods, client details, financial data, credit card data, health data or any nonpublic information; or
 - 2) Damage or corruption of *electronic data* including loss of use, access, control or manipulation.

This exclusion also applies for any costs and expenses claimed or incurred as a result of 1) or 2) above.
- c. **Automobile, Aircraft, Unmanned Aircraft Or Watercraft-*Bodily injury* or *property damage*** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any:
 - 1) *Unmanned aircraft*;
 - 2) *Automobile*, aircraft, or watercraft owned by, operated by, rented to or loaned to, any *insured*; or
 - 3) Other *automobile*, aircraft, or watercraft operated by any person in the course of their employment by any *insured*.

Paragraphs 2) and 3) of this exclusion do not apply to:

 - a) The parking of an *automobile* on, or on the ways abutting, the *insured premises*, if such *automobile* is not owned by, rented to or loaned to, any *insured*;
 - b) *Bodily injury* or *property damage* arising out of the operation of machinery or apparatus attached to a land vehicle that qualifies as *mobile equipment*, provided the *mobile equipment* is not subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where it is licensed or principally garaged;
 - c) *Bodily injury* or *property damage* arising out of the operations of equipment described in paragraphs f.2) and f.3) of the *mobile equipment* definition;
 - d) Liability assumed under an *insured contract* with respect to the ownership, maintenance or use of aircraft or watercraft; and
 - e) Watercraft while ashore on the *insured premises*.

This exclusion applies even if the claims against an *insured* allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an *insured*.
- d. **Contractual Liability-*Bodily injury* or *property damage*** arising out of liability assumed by the *insured* under any contract or agreement except an *insured contract*.
This exclusion does not apply to liability for damages that the *insured* would have in the absence of the contract or agreement.
- e. **Criminal Activity-*Bodily injury* or *property damage*** arising directly or indirectly out of instances, *occurrences* or allegations of criminal activity by an *insured*, at the direction of an *insured*, or by an *employee* of an *insured*.
- f. **Discrimination-*Bodily injury*** resulting from the actual or alleged discrimination of any person based on age, color, creed, ethnicity, gender, physical or mental disability or infirmity, race, religious preference, sexual orientation or other similar discrimination.
- g. **Employer's Liability-*Bodily injury*** to:
 - 1) Any *employee* of the *insured* arising out of and in the course of their employment by the *insured*;
 - 2) Any *employee* of the *insured* arising out of and in the course of performing duties related to the conduct of the *insured's business*; or

3) A spouse, child, parent, or sibling of such **employee** as a consequence of 1) or 2) above.

This exclusion applies to all claims and **suits** by any person or organization for damages whether the **insured** may be liable as an employer or in any other capacity because of **bodily injury**, including damages for care and loss of services, and to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of such injury.

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

h. **Employment Practices-**

1) **Bodily injury** to a person arising out of any actual, alleged or threatened:

- a) Refusal to employ such person;
- b) Termination of employment of such person; or
- c) Policies, practices, acts or omissions in the workplace including, but not limited to, coercion, defamation, demotion, evaluation, discipline, harassment, humiliation, intimidation, interference with contract or pension rights, forced transfer, reassignment or reprisal, discrimination or malicious prosecution related to the employment of such person.

2) **Bodily injury** sustained by a spouse, child, parent, or sibling of such person as a consequence of **bodily injury** which occurred as described in 1) above.

This exclusion applies:

- a) Whether the **bodily injury** described in 1) above is alleged to have occurred before employment, during employment or after employment ceases of such person; or
- b) When the **insured** may be liable as an employer or in any other capacity because of **bodily injury**, including damages for care and loss of services, and to any obligation of the **insured** to indemnify or contribute with another because of damages arising out of such injury.

i. **Expected Or Intended Injury-Bodily injury or property damage:**

- 1) Expected, directed or intended from the standpoint of the **insured**; or
- 2) Resulting from intentional and malicious acts of the **insured**.

This exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property.

j. **Impaired Property-Property damage to impaired property** or tangible property that has not been physically injured or destroyed, resulting from:

- 1) A delay in or lack of performance of any contract or agreement by **you** or anyone acting on behalf of **you**;
- 2) The failure of **your product** or **your work** to meet the level of performance, quality, fitness or durability warranted or represented by **you**; or
- 3) A production deficiency resulting in inadequacies or defects in **your product** or **your work**.

This exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to, or destruction of, **your product** or **your work** after such product or work has been put to its intended use.

k. **Liquor-Bodily injury or property damage** for which any **insured** or others for whom coverage is included in this policy may be held liable for:

- 1) Being the cause of, or contributing to, the intoxication of anyone, including intoxication because alcoholic beverages were allowed to be brought on the premises **you** own or rent for consumption on those premises;
- 2) Providing alcoholic beverages to anyone under the legal drinking age or under the influence of alcohol; or
- 3) Any federal, state or local statute, ordinance or regulation applicable to the sale, gift, distribution, provision or use of alcoholic beverages.

This exclusion:

- a) Applies even if the claims against any **insured** allege negligence or other wrongdoing in the:
 - (1) Supervision, hiring, employment, training or monitoring of other persons by that **insured**; or
 - (2) Giving, or failing to give transportation to, anyone who may be under the influence of alcohol;if the **occurrence** which caused **bodily injury** or **property damage** resulted from 1), 2) or 3) above.
- b) Only applies when **you**:

- (1) Are manufacturing, distributing or selling alcoholic beverages;
 - (2) Serve or provide alcoholic beverages for a fee, whether for profit or otherwise, and whether a license is required or not;
 - (3) Provide or serve alcoholic beverages without a charge, if a license is required for such activity; or
 - (4) Allow anyone to bring alcoholic beverages on the premises *you* own or rent for consumption on those premises.
- l. **Mobile Equipment-Bodily injury or property damage** arising out of the:
 - 1) Transportation of *mobile equipment* by an *automobile* owned by, operated by, rented to or loaned to, any *insured*; or
 - 2) Ownership, maintenance, operation, use, entrusting, loading or unloading of any *mobile equipment* while being used in any prearranged or organized racing, speed, demolition contest, stunting activity, or in practice or preparation for any such contest or activity.
 - m. **Other Than Insured Premises-Bodily injury or property damage** arising out of any premises owned by, rented to, occupied by or controlled by *you*, or to liability assumed by the *insured* under any contract or agreement relating to such premises, other than the *insured premises*.
 - n. **Personal And Advertising Injury-Bodily injury** arising out of *personal and advertising injury*.
 - o. **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 currently or previously owned by, rented to, loaned to or occupied by, an *insured*.
However, this does not apply to:
 - (1) **Bodily injury or property damage** caused by heat, smoke or fumes from a hostile fire. For the purpose of this exclusion, hostile fire means a fire which becomes uncontrollable or breaks out from its intended confines;
 - (2) **Bodily injury** sustained within a building caused by the release or escape of smoke, soot, vapor or fumes from faulty operation of equipment used in:
 - i. Heating, cooling or dehumidifying such building; or
 - ii. Providing domestic hot water for the personal use of the occupants and guests in such building; or
 - (3) **Bodily injury or property damage** for which *you* are 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* due to *your* ongoing operations, and that premises was never owned by, rented to, loaned to or occupied by, an *insured*, other than an additional *insured*;
 - b) At or from any premises, site or location currently or previously used by or for an *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 an *insured* or any person or organization for whom *you* may be legally responsible; or
 - d) At or from any premises, site or location on which an *insured*, or any contractors or subcontractors working directly or indirectly for an *insured* and who are performing operations if the:
 - (1) **Pollutants** are brought on or to such premises, site or location by such *insured*, contractors or subcontractors in connection with such operations.
However, this does not apply to **bodily injury or property damage**:
 - (a) Caused by heat, smoke or fumes from a hostile fire. For the purpose of this exclusion, hostile fire means a fire which becomes uncontrollable or breaks out from its intended confines; or
 - (b) Arising out of the accidental escape of fuels, lubricants or other operating fluids from their intended confines within *mobile equipment* operated on such premises, site or location. This exception only applies provided that such fuels, lubricants or other operating fluids were not intentionally discharged in any manner for any reason; or

- (2) Operations are to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of *pollutants*.
- 2) Any loss, cost or expense arising out of any:
 - a) Request, demand or order; or federal, state, or local statute, ordinance or regulation; that an *insured* or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of *pollutants*; or
 - b) Claim or *suit* by or on behalf of a governmental authority for damages because of a requirement to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of *pollutants*.

However, this does not apply to liability for damages resulting from *property damage* for which the *insured* would have been liable in the absence of any such request or demand, or claim or *suit*, on behalf of a governmental authority.
- p. **Prior Loss-Bodily injury** or *property damage* resulting from an *occurrence* of loss or damage discovered prior to the inception of this policy.
- q. **Products/Completed Operations Hazard-Bodily injury** or *property damage* included within the *products/completed operations hazard*.
- r. **Professional Service-Bodily injury** or *property damage* due to the rendering of or failure to render any *professional service*. This exclusion applies even if the claims against an *insured* allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an *insured*.
- s. **Prohibited Communication-Bodily injury** or *property damage* arising directly or indirectly out of an act or omission in violation of:
 - 1) The Telephone Consumer Protection Act (TCPA), including any amendments thereto;
 - 2) The CAN-SPAM Act of 2003, including any amendments thereto;
 - 3) The Fair Credit Reporting Act (FCRA) and the Fair and Accurate Credit Transactions Act (FACTA), including any other amendments thereto; or
 - 4) Any other federal, state or local statute, ordinance or regulation, including any amendment thereto, that prohibits or limits the printing, production, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.
- t. **Property Damage-Property damage** to:
 - 1) Property *you* own, rent, or occupy including costs *you* or any person or organization incur to remediate, replace or restore such property. This includes expenses *you* incur in efforts to avoid injury or to mitigate damage to the property of others;
 - 2) Premises *you* sell, give away or abandon, if the *property damage* arises out of any part of those premises. However, this exclusion does not apply if the premises are *your work* and were never occupied, rented or held for rental by *you*;
 - 3) Property loaned to *you* or property in *your* care, custody or control;
 - 4) The part of real property on which *you*, or contractors or subcontractors working directly or indirectly on *your* behalf, are conducting ongoing operations and such *property damage* results from those operations; or
 - 5) The part of any property requiring repair, restoration or replacement because of the improper performance of *your work* on that property.

Paragraphs 3), 4) and 5) of this exclusion do not apply to liability assumed under a sidetrack agreement.
- u. **Punitive Or Exemplary Damages**-Punitive damages, exemplary damages or damages other than compensatory damages.
- v. **Recall**-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.

- w. **Structural Alterations-*Bodily injury* or *property damage*** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of *you*.
- x. **War And Military Action-*Bodily injury* or *property damage*** arising out of war, including undeclared war or civil war. War and military action also means warlike acts by a military force or military personnel in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents. War and military action also includes insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- y. **Workers' Compensation**-Any obligation of the *insured* under a workers' compensation, unemployment compensation or disability benefits law, or under any similar law.
- z. **X, C or U-Property damage** included within:
 - 1) *Explosion hazard*;
 - 2) *Collapse hazard*; or
 - 3) *Underground property damage hazard*.
- aa. **Your Product-Property damage to your product** arising out of such products or any part of such products including packaging, instructions and warnings.
- ab. **Your Work-Property damage to your work** performed by or on behalf of *you* arising out of the work, any portion of the work, out of materials, parts or equipment furnished in connection with the work and included in the *products/completed operations hazard*.
This exclusion does not apply when damage to the work or that portion of the work out of which damage arises is performed by a subcontractor on *your* behalf.

COVERAGE M-MEDICAL PAYMENTS

1. WHAT WE PAY FOR

Regardless of fault, *we* pay *medical expenses* for *bodily injury* to which this coverage applies. However, the amount *we* pay will be limited as described in the How Much *We* Pay For Loss Or Claim section. Payments made under Coverage M-Medical Payments may be made to the injured person or any person or organization rendering the services and the payment will reduce the amount payable for such injury. Payment will not constitute an admission of liability by any person or by *us*.

- a. Coverage M-Medical Payments applies only to *bodily injury* caused by an accident:
 - 1) On the *insured premises*;
 - 2) On ways abutting the *insured premises*; or
 - 3) Because of operations covered by this General Liability Coverage.
- b. Coverage M-Medical Payments applies only if:
 - 1) The accident takes place during the policy period and in the *coverage territory*;
 - 2) *Medical expenses* are incurred and reported to *us* within one year from the date of the accident;
 - 3) The injured person will, after each request from *us*, execute an authorization to enable *us* to obtain medical reports and copies of records; and
 - 4) The injured person, at *our* expense, submits to physical examinations by physicians selected by *us* when, and as often as *we* may reasonably require.

2. WHAT WE DO NOT PAY FOR

These exclusions apply to Coverage M-Medical Payments.

We do not pay *medical expenses* for *bodily injury*:

- a. **Athletics**-To any person practicing, instructing or participating in any physical exercise, sport or athletic activity.
- b. **Coverage L**-Excluded under Coverage L.
- c. **Hired Person**-To any person hired to perform work for or on behalf of any *insured* or a tenant of any *insured*.
- d. **Insured**-To any *insured*. However, *we* pay for *medical expenses* of a *volunteer* whether or not they are considered an *insured* under this policy.
- e. **Occupied Premises**-To any person if the *bodily injury* occurs on that part of the premises *you* own or rent that the person normally occupies.

- f. **Workers' Compensation**-To any person if any benefits for **bodily injury** are payable or required to be provided under any workers' compensation, unemployment compensation, disability benefits law, or any similar law.

COVERAGE N-PRODUCTS/COMPLETED OPERATIONS

1. WHAT WE PAY FOR

We pay those sums when the **insured** is legally obligated to pay damages because of **bodily injury** or **property damage** arising out of the **products/completed operations hazard** to which this coverage applies. **We** have the right and duty to defend the **insured** against any **suit** seeking such damages, even if any of the allegations of the **suit** are groundless, false or fraudulent, provided the **suit** originates from **bodily injury** or **property damage** not otherwise excluded. **We** may make, at **our** option, any investigation and settle any claim or **suit** that **we** decide is appropriate. However, the amount **we** pay for damages will be limited as described in the How Much **We** Pay For Loss Or Claim section. **We** are not obligated to provide a defense, after **we** have paid, either by judgment or settlement, an amount equal to **our** limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments.

- a. Coverage N-Products/Completed Operations applies only if:
 - 1) **Bodily injury** or **property damage** is caused by an **occurrence** which takes place during the policy period and in the **coverage territory**; and
 - 2) No **authorized representative** had knowledge prior to the inception of the policy period that the **bodily injury** or **property damage** occurred. If an **authorized representative** possessed such knowledge prior to the inception of the policy period, then any continuation, resumption or change of the **bodily injury** or **property damage** will be deemed to have been known prior to the policy period.
- b. **Bodily injury** or **property damage** which occurs during the policy period includes any continuation, resumption or change of that **bodily injury** or **property damage** after the end of the policy period, provided that no **authorized representative** had knowledge prior to the inception of the policy period that the **bodily injury** or **property damage** occurred.
- c. **Bodily injury** or **property damage** will be deemed to have been known to occur at the earliest time when any **authorized representative**:
 - 1) Makes a report of all or part of the **bodily injury** or **property damage** to **us** or any other insurer;
 - 2) Receives a verbal or written demand or claim for damages resulting from **bodily injury** or **property damage**; or
 - 3) Becomes aware by any means that **bodily injury** or **property damage** has occurred or begun to occur.
- d. Damages resulting from **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. WHAT WE DO NOT PAY FOR

The Coverage L exclusions apply to Coverage N-Products/Completed Operations, except:

- a. The exclusion titled **Products/Completed Operations Hazard** does not apply; and
- b. The exclusion titled **Property Damage** is deleted and replaced by the following:
 - 1) **Property Damage-Property damage** to:
 - a) Property **you** own, rent, or occupy including costs **you** or any person or organization incur to remediate, replace or restore such property. This includes expenses **you** incur in efforts to avoid injury or to mitigate damage to the property of others;
 - b) Premises **you** sell, give away or abandon, if the **property damage** arises out of any part of those premises. However, this exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by **you**;
 - c) Property loaned to **you** or property in **your** care, custody or control; or
 - d) The part of real property on which **you**, or contractors or subcontractors working directly or indirectly on **your** behalf, are conducting ongoing operations and such **property damage** results from those operations.

Paragraphs c) and d) of this exclusion do not apply to liability assumed under a sidetrack

agreement.

C. SUPPLEMENTARY PAYMENTS

Supplementary Payments are in addition to the limits of liability.

1. **Claims And Defense Expense Coverage-***We* pay the following in connection with a claim *we* investigate or settle, or a *suit* defended by *us*:
 - a. Court costs charged against the *insured*, not including attorney fees and expenses;
 - b. Expenses incurred by *us*;
 - c. Proven loss of earnings by the *insured*, up to \$250 per day, for time away from work at *our* request;
 - d. Other necessary expenses incurred at *our* request;
 - e. 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 liability, *we* will not pay any prejudgment interest based on that period of time after the offer;
 - f. All interest on the full amount of a judgment accruing after entry of a judgment and before *we* offer to pay, deposit in court or pay that portion of the judgment that is within the applicable limit of liability;
 - g. Premiums on appeal bonds or attachment bonds up to *our* limit of liability. *We* are not required to apply for or furnish any bonds; and
 - h. Premiums up to \$500 per bail bond required of any *insured* because of an accident or traffic law violation arising out of the use of any vehicle to which this insurance applies. *We* are not required to apply for or furnish any bonds.

D. ORDERLY TRANSFER OF DUTIES

This section does not apply to Coverage M-Medical Payments.

1. If *we* determine covered claims or *suits* which have been reported to *us* may use up a limit of liability shown in the Declarations in the payment of settlement or judgments, *we* will notify the first named *insured* in writing, as soon as is practicable, of this circumstance.
2. When a limit of liability referred to in 1. above has been used up in the payment of settlement or judgments:
 - a. As soon as practicable, *we* will notify the first named *insured* in writing that the applicable limit of liability has been used up and that *our* duty to defend *suits* subject to that limit has terminated.
 - b. *We* will:
 - 1) Initiate and cooperate in the orderly transfer of control to any appropriate *insured*, of any and all claims or *suits* seeking damages subject to that limit of liability, and which are reported to *us* before the applicable limit is used up. That *insured* must cooperate in the transfer of these claims or *suits*;
 - 2) Take such steps as *we* deem necessary to avoid default in, or to continue the defense of, such claims or *suits* until the transfer is completed, only if the appropriate *insured* cooperates with *us* to complete the transfer; and
 - 3) Take no action to defend any claims or *suits* subject to those limits of liability which have been used up.
 - c. The first named *insured* and any other *insured* involved in a *suit* that is seeking damages subject to that limit, must take control of the defense of the *suit*, at their expense, within an agreed upon time between the appropriate *insured* and *us*, or as soon as practicable in the absence of any agreement.
3. The first named *insured* is obliged to reimburse expenses incurred by *us* during the transfer of claims or *suits* as described in 2.b. above. The obligation of the first named *insured* to reimburse *our* expenses will begin on:
 - a. The date on which the applicable limit of liability is used up, if *we* sent the written notice as described in 1. above; or
 - b. The date on which *we* sent the written notice as described in 2.a. above, if *we* did not send the written notice as described in 1. above.
4. The exhaustion of any limit of liability by payment of judgments or settlements, and the resulting termination of *our* duty to defend, will not be waived by *our* failure to comply with any of the provisions of 1., 2. or 3. above.

E. HOW MUCH WE PAY FOR LOSS OR CLAIM

Some coverages may not apply unless added by endorsement to **your** policy.

Settlement of liability losses covered by this policy will be made in accordance with the following provisions:

1. The limits of liability stated in the Declarations or attached endorsements, and the conditions set forth below, fix the maximum amounts **we** pay for loss regardless of the number of:
 - a. **Insureds**;
 - b. Claimants;
 - c. Persons or organizations who sustain injury or damage;
 - d. Claims made or **suits** brought; or
 - e. Policies involved.
2. The Coverage L aggregate limit of liability is the most **we** pay for damages during a policy period for the sum of:
 - a. Coverage L-**Bodily Injury And Property Damage**;
 - b. Coverage M-Medical Payments;
 - c. Coverage O-Fire Legal Liability; and
 - d. Coverage P-**Personal And Advertising Injury** Liability.
3. The Coverage L each **occurrence** limit of liability, subject to 2. above, is the most **we** pay for damages under:
 - a. Coverage L-**Bodily Injury And Property Damage**;
 - b. Coverage M-Medical Payments;
 - c. Coverage O-Fire Legal Liability; and
 - d. Coverage P-**Personal And Advertising Injury** Liability;arising out of a single **occurrence** or offense.
4. Under Coverage M-Medical Payments, subject to 3. above, the limit of liability applicable to each person, is the most **we** pay for all **medical expenses** for **bodily injury** to any one person as the result of any one accident. However, subject to this provision regarding each person, the most **we** pay under Coverage M, for all **medical expenses** for **bodily injury** to two or more people as the result of any one accident will not exceed the limit of liability stated as applicable to each accident.
5. The Coverage N-Products/Completed Operations aggregate limit of liability is the most **we** pay for damages during a policy period under Coverage N.
6. The Coverage N-Products/Completed Operations each **occurrence** limit of liability, subject to 5. above, is the most **we** pay for damages under Coverage N arising out of a single **occurrence**.
7. The policy period shown in the Declarations or other endorsements added to this policy may be for a one-year period or longer. However, for the purpose of determining any or all aggregate limits of liability described in this section, or in endorsements attached to this policy, policy period means a one-year period beginning with the inception date of the policy and for each subsequent one-year period, if applicable.
8. The provisions of this section are extended to include an increase in the aggregate limit of liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late nonrenewal notice or other reason.
9. The Coverage L aggregate limit of liability and the Coverage N-Products/Completed Operations aggregate limit of liability apply separately to each consecutive one-year period beginning with the inception date of the General Liability Coverage shown in the Declarations or attached endorsements. The aggregate limits of liability apply separately to any remaining policy period of less than twelve months, unless the General Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining limits.
10. Insurance Under More Than One Policy-

When valid and collectible insurance under more than one policy is available to the **insured** for a loss covered under Coverage L-**Bodily Injury and Property Damage**, Coverage N-Products/Completed Operations, Coverage O-Fire Legal Liability or Coverage P-**Personal And Advertising Injury** Liability of the General Liability Coverage, **our** obligations are as follows:

 - a. As Primary Insurance-
 - 1) Insurance under this General Liability Coverage is primary except as provided in b. below, or unless otherwise stated. The amount of **our** liability does not change unless any other insurance available to the **insured** for the covered loss is also primary. If the other insurance is also primary,

we will share in the loss as follows:

- a) If the other insurance provides for contribution by equal shares, **we** will pay equal amounts with other insurers until:
 - i) The lowest applicable limit under any one policy is reached; or
 - ii) The full amount of the loss is paid.

If part of the loss remains unpaid, **we** will pay an equal share with the other insurers until the full amount of the loss is paid, or until **we** have paid **our** limit of liability in full.

- b) If the other insurance does not provide for contribution by equal shares, **we** will pay, up to **our** limit of liability, that proportion of the loss to which **our** applicable limit under this General Liability Coverage bears to the total applicable limit for all insurance covering the loss.

b. As Excess Insurance-

1) Insurance under this General Liability Coverage is excess over any other insurance:

- a) If the other insurance, whether primary, excess, contingent or on any basis, provides:
 - i) Fire, extended coverage, builders' risk, installation risk or similar coverage for **your work**; or
 - ii) Fire insurance for **property damage** to buildings or structures rented to or occupied by **you**;
- b) If the loss arises out of the maintenance or use of **automobiles**, aircraft, **unmanned aircraft** or watercraft to the extent not excluded by this General Liability Coverage; or
- c) That is primary insurance available to **you** covering liability for damages arising out of the premises, operations or products and completed operations for which **you** have been added as an additional **insured**.

2) When this insurance is excess over any other insurance:

- a) **We** will have no duty to defend any claim or **suit** that any other insurer has a duty to defend. If no other insurer defends, **we** will do so. However, **we** will be entitled to the **insured's** rights against all those other insurers.
- b) **We** will pay **our** share of the amount of loss, if any, that exceeds the sum of:
 - i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - ii) The total of all deductibles and self-insured amounts required by such other insurance.
- c) **We** will share the remaining loss with any other insurance that is not described in this excess insurance provision and that does not specifically apply in excess of the limits of liability shown in the Declarations or attached endorsements of this General Liability Coverage.

F. PAYMENT OF LOSS OR CLAIM

A person who makes a claim is entitled to recover under this policy, to the extent of the coverage provided if:

1. Such person has secured a judgment against the **insured**; or
2. Liability has been established by a written agreement between such person and **us**.

G. WHAT YOU MUST DO IN CASE OF LOSS

1. **Notice**-In the event of an **occurrence** or offense that might result in a claim under this policy, **you** must give **us** or **our** agent notice, in writing if requested, as soon as practicable including:
 - a. **Your** name and policy number;
 - b. The time, date, place and circumstances of the **occurrence** or offense; and
 - c. Names and addresses of any potential claimants and witnesses.

Failure to give any notice required to be given by this liability policy within the time prescribed will not invalidate any claim made by the **insured**, injured person or any other claimant, unless the failure to provide timely notice has prejudiced **us**, except when it will be shown not to have been reasonably possible to give such notice within the prescribed time, and that notice was given as soon as was reasonably possible thereafter.

2. **Document**-In the event a claim is made or **suit** is brought against an **insured**, **you** must:
 - a. Record all details of the claim or **suit** and the date received;

- b. Notify **us** or **our** agent as soon as practicable; and
- c. Send **us** or **our** agent written notice of the claim or **suit** as soon as practicable.
- 3. **Cooperation-You** and any **insureds** involved must:
 - a. Immediately forward to **us** copies of all notices, demands or legal papers received in connection with a claim or **suit**;
 - b. Provide any needed authorizations for **us** to obtain documentary evidence, records and other investigative information; and
 - c. Cooperate with **us** in the investigation or conduct of the claim or defense of a **suit**, including but not limited to:
 - 1) Making settlements;
 - 2) Securing and giving evidence;
 - 3) Attending depositions, hearings and trials;
 - 4) Obtaining the attendance of witnesses; and
 - 5) Enforcing any right of contribution or indemnification against any party who may be liable to the **insured** for the injury or damage.
- 4. **Volunteer Payments**-Without **our** consent, no **insured** will, except at their own cost, voluntarily make any payments, assume any obligations, or incur any other expenses, except first aid to others at the time of **bodily injury**.

H. POLICY CONDITIONS

In addition to the policy **terms** which are contained in other sections of this policy, the following conditions also apply:

- 1. **Assignment**-Assignment of this policy is not valid without **our** written consent.
- 2. **Change, Modification Or Waiver Of Policy Terms**-Only **you** are authorized to request a waiver or change to any **terms** of this policy. A waiver or change of any **terms** of this policy must be issued by **us** in a written endorsement to be valid.

Our request for an examination under oath does not waive any of **our** rights.

If **we** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy. If this policy is issued on a continuous basis with no specified expiration date, **we** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with **our** manual rules in effect at the time.

- 3. **Conformity With Statute-Terms** of this policy in conflict with the statutes of the state where the premises described in the Declarations are located are amended to conform to such statutes.
- 4. **Misrepresentation, Concealment Or Fraud**-The coverage contained in this policy is void if before or after a loss:
 - a. An **insured** has willfully concealed or misrepresented:
 - 1) Any material fact or circumstance concerning this insurance; or
 - 2) An **insured's** interest herein; or
 - b. There has been fraud or false swearing by an **insured** regarding any matter relating to this insurance or the subject thereof.

However, no misrepresentation will be considered to be material unless **our** knowledge of the facts misrepresented would have caused **us** to refuse to issue the policy.

- 5. **Inspection-We** are permitted but not obligated to inspect **your** property and operations. **Our** inspection or any resulting advice or report does not warrant that **your** property or operations are safe or healthful or are in compliance with any law, rule or regulation.
- 6. **Books And Records-We** may examine and audit **your** books and records at any time during the policy period, and extensions of the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.
- 7. **Subrogation**-If **we** make a payment under this policy, **we** will require that the **insured** assign to **us** their right of recovery against any person for the loss to the extent of the payment, or bring **suit** to help enforce those rights. The **insured** must do everything necessary to secure **our** rights and must do nothing after the loss to impair them.
- 8. **Suit Against Us**-

- a. Except as provided in b. below, no person or organization has a right under this General Liability Coverage to:

- 1) Join **us** as a party or otherwise bring **us** into a **suit** seeking damages from an **insured**; or
- 2) Sue **us** unless the **terms** of this General Liability Coverage have been fully complied with.

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

- b. With respect to all claims, except claims for **property damage**, if **we** disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may bring an action directly against **us**, in which the sole question is **our** disclaimer or denial based on the failure to provide timely notice, unless within sixty days following such disclaimer or denial, the **insured** or **we**:

- 1) Initiate an action to declare the rights of the parties under the insurance policy; and
- 2) Name the injured person or other claimant as a party to the action.

9. **Bankruptcy Of An Insured**-Bankruptcy or insolvency of an **insured** or their estate does not relieve **us** of any obligations under this policy.

10. **Premium Audit-**

- a. All premiums for this insurance will be computed in accordance with **our** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance.
- b. Premium designated in this policy as provisional premium is a deposit premium only. An audit to determine final premium under which the provisional premium is based on an estimate of the **insured's** exposure base will be conducted within one hundred eighty (180) days after expiration of **your** policy, and may not be waived except in the following circumstances:
 - 1) The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed \$1,500;
 - 2) The policy requires notification to **us** with specific identification of any additional exposure units for which coverage is requested; or
 - 3) The policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying policy.
- c. **We** will, as soon as practicable following an audit, refund or credit **your** account for any return premium due, or bill **you**, and make a good faith effort to collect any additional premium due **us** as a result of the audit.
- d. **You** will maintain records of such information for premium computation and will send copies of such records to **us** at such times as **we** may request.
- e. If **you** fail to cooperate with **us** in **our** attempt to conduct such audit, including **your** failure to return any questionnaires or self-audit worksheets, **we** will nonrenew **your** policy upon completion of the current policy period, in accordance with applicable insurance law, due to **our** inability to establish the proper premium for **your** account.

11. **Separation Of Insureds**-This General Liability Coverage applies separately to each **insured** against whom a claim is made or **suit** is brought. This condition does not affect the limits of liability stated in How Much **We** Pay For Loss Or Claim.

I. NUCLEAR ENERGY LIABILITY EXCLUSION

1. This policy does not apply under any:

- a. Liability coverage, to **bodily injury** or **property damage**:

- 1) With respect to which an **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or 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 amending law; 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 U.S. agency, under any agreement entered into by the United States of America, or any U.S. agency, with any person or organization.
- b. 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. Liability coverage, to **bodily injury** or **property damage** resulting from the **hazardous properties** of **nuclear material**, if:
 - 1) The **nuclear material** is:
 - a) 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 at the **nuclear facility**.
- 2. The following definitions apply only to the Nuclear Energy Liability Exclusion:
 - a. **Hazardous properties** includes radioactive, toxic or explosive properties.
 - b. **Nuclear material** means **source material**, **special nuclear material** or **by-product material**.
 - c. **Source material**, **special nuclear material** and **by-product material** have the meanings given them in the Atomic Energy Act of 1954, or in any amending law.
 - d. **Spent fuel** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
 - e. **Waste** means any **waste** material:
 - 1) 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
 - 2) 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**.
 - f. **Nuclear facility** means:
 - 1) Any **nuclear reactor**;
 - 2) Any equipment or device designed or used for:
 - a) Separating the isotopes of uranium or plutonium;
 - b) Processing or utilizing **spent fuel**; or
 - c) Handling, processing or packaging **waste**;
 - 3) Any equipment or device used for 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;
 - 4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
 - g. **Nuclear reactor** means any apparatus designed or used:
 - 1) To sustain nuclear fission in a self-supporting chain reaction; or
 - 2) To contain a critical mass of fissionable material.
 - h. **Property damage** includes all forms of radioactive contamination of property.