RVNA®
A DOXA INSURANCE COMPANY

**Specialty Insurance Products**

Bigfoot Educational Group Nelsonville
649 Poplar Street
Nelsonville , OH 45764

Insurance Policy Number: NAEP138068


Tel. (800) 364-2433
Email support@rvnuccio.com
Online rvnuccio.com

Office 10148 Riverside Drive
Toluca Lake, CA 91602


# Your Insurance Policy

What's included:

- ✓ Your Certificate(s) of Insurance
- ✓ A copy of your Application
- ✓ Your Memorandum
- ✓ Your Coverages
- ✓ Your Quote Letter

Thank you for choosing R.V. Nuccio & Associates Insurance Brokers — We look forward to helping with your specialty insurance needs.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Joseph Guerrero |
|---|---|
| DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers<br>10148 Riverside Drive<br>Toluca Lake, CA 91602 | PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595<br>E-MAIL ADDRESS: support@rvnuccio.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Fireman's Fund Insurance Company | 21873 |
| INSURER B : Axis Insurance Company | 37273 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Bigfoot Educational Group Nelsonville
649 Poplar Street
Nelsonville , OH 45764

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✔ COMMERCIAL GENERAL LIABILITY | ✔ | ✔ | UST022072250 | 10/2/2026 | 10/5/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | ☐ CLAIMS-MADE ✔ OCCUR | | | NAEP138068 | | | DAMAGE TO RENTED PREMISES | $ 50,000 |
| | ✔ Host Liquor Liability | | | | | | MEDICAL EXPENSE | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | ✔ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | ☐ OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | NAEP138068 | 10/2/2026 | 10/5/2026 | COMBINED SINGLE LIMIT | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ✔ HIRED AUTOS ONLY ✔ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Contractual Liability | | | UST022072250 | 10/2/2026 | 10/5/2026 | | Included |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Additional Insured: The City Of Nelsonville

**CERTIFICATE HOLDER**

The City Of Nelsonville

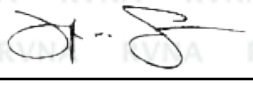
211 Lake Hope Drive
Nellsonville , OH 45764

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Joseph Guerrero



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Certificate Number: NAEP138068 Policy Number: UST022072250

Effective Dates: 10/2/2026 12:01am to 10/5/2026 12:01am

# Additional Insured - Person, Organization or other Entity 600002STEP 09 12

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule**

**Name of Additional Insured Person(s) or Organization(s) or other Entity(ies)**
The City Of Nelsonville

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

Section II - Who Is An Insured is amended to include as an insured the person, organization or other entity shown in the Schedule above but only to the extent that **bodily injury**, **property damage** or **personal and advertising injury** is caused by the sole negligence of the Memorandum of Insurance holder.

Any Additional Insured Person(s) or Organization(s) or other Entity(ies) covered under this policy is subject to the policy forms, terms, conditions, exclusions, limitations and provisions.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies** as named in the policy

Secretary

President


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/1/2026

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| PRODUCER | CONTACT NAME: Joseph Guerrero |
|---|---|
| DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers<br>10148 Riverside Drive<br>Toluca Lake, CA 91602 | PHONE (A/C, No, Ext): (800) 364-2433 FAX (A/C, No): (818) 980-1595<br>E-MAIL ADDRESS: support@rvnuccio.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
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**INSURED**
Bigfoot Educational Group Nelsonville
649 Poplar Street
Nelsonville , OH 45764

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ✔ COMMERCIAL GENERAL LIABILITY | | ✔ | UST022072250 | 10/2/2026 | 10/5/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | ☐ CLAIMS-MADE ✔ OCCUR | | | NAEP138068 | | | DAMAGE TO RENTED PREMISES | $ 50,000 |
| | ✔ Host Liquor Liability | | | | | | MEDICAL EXPENSE | $ 1,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | ✔ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | ☐ OTHER: | | | | | | | $ |
| A | **AUTOMOBILE LIABILITY** | | | NAEP138068 | 10/2/2026 | 10/5/2026 | COMBINED SINGLE LIMIT | $ 1,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ✔ HIRED AUTOS ONLY ✔ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ **EXCESS LIAB** ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Contractual Liability | | | UST022072250 | 10/2/2026 | 10/5/2026 | | Included |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**
Joseph Guerrero

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## Applicant Information

**Tell us about the Applicant**

| | |
|---|---|
| I am an... | Event Holder/Organizer/Host |
| I am a/an... | Other organization type |
| Company Name | Bigfoot Educational Group Nelsonville |
| Street | 649 Poplar Street |
| City | Nelsonville |
| State | OH |
| Zip Code | 45764 |
| Applicant Phone Number | 7402160707 |
| E-mail Address | bigfootgroupnelsonville@gmail.com |
| Website Address | https://www.facebook.com/share/1B7YGSWEUG/ |
| Will alcohol be served or be available for consumption at the event? | Yes |
| Will the applicant receive any proceeds from the sale of alcohol? | No |
| Does the event or the insured's business operations include selling, distributing, manufacturing, growing, serving, or furnishing any pharmaceutical, drug, or mind altering substance including but not limited to marijuana, CBD, cannabis, psychotropic/psychedelic substances, or drug(s) of any kind or related products? | No |
| Will the event be held on premises owned, managed, or operated by the applicant? | No |
| How did you hear about us? | Word of mouth |

## Event Information

**Tell us about your event**

| | |
|---|---|
| Event Type | Cultural Festival |
| Name of Your Event(ex: Pleasantville 3rd Annual Fall Festival) | Nelsonville Bigfoot Festival 2026 |
| Description of Event Activities | There will be food vendors serving as well as musical performances as well as inflatables for children. We will have presenters. Retelling their stories of hunting cryptids in Southeastern, Ohio. |
| Will there be any Concessionaires, Exhibitors or Vendors attending or participating in the Event? | Yes |
| Will the applicant require that all Concessionaires, Exhibitors and Vendors name the applicant as an Additional Insured on a $1,000,000 Commercial General Liability insurance policy? | No |
| Does your event involve any political rallies, marches, demonstrations, or political activist activities? | No |
| Is this an annual event? | Yes |
| Do you plan other events throughout the year? | No |

**When is your event?**

| | |
|---|---|
| Start Date | 10/02/2026 |
| Start Time | 12:00am |
| Stop Date | 10/04/2026 |
| Stop Time | 11:00pm |
| Total Days Open | 3 |

**Tell us about your event attendees?**

| | |
|---|---|
| What is the maximum daily attendance (number of people attending) for your event? | 3000 |
| Audience Age Group From | 1 |
| Audience Age Group To | 100 |

**Tell us about your Event Security?**

| | |
|---|---|
| Is a donation expected or a charge required to attend the event? | No |
| Is a celebrity or other high profile person attending this event? | No |

| | |
|---|---|
| Will there be security at this event? | No |
| **Tell us about the music at your event?** | |
| Will there be music played at the event? | Yes |
| Live Music | Yes |
| Please select all of the music that will be played at your event | |
| Big Band (1930s - 1950s) | Not Selected |
| Classic Rock (1950s - 1970s) | Not Selected |
| Alternative Rock (1980 - 1990) | Not Selected |
| Alternative Rock (2000s) | Not Selected |
| Classical | Not Selected |
| Country / Bluegrass | Yes |
| Electronic | Not Selected |
| EDM | Not Selected |
| Heavy Metal / Punk Rock | Not Selected |
| Instrumental / Acapella | Not Selected |
| Jazz | Not Selected |
| Pop | Not Selected |
| Rap / Hip Hop | Not Selected |
| Reggae | Not Selected |
| Rhythm & Blues (R&B) | Not Selected |
| Trance / Psychedelic | Not Selected |
| Disc Jockey | Not Selected |
| Sound System with Streaming/Playlist | Not Selected |

## Facility Information

| | |
|---|---|
| **Enter the Venue Information?** | |
| Name Of Facility/Venue | The PublicSquare, Nelsonville Ohio |
| Event Location Street Address | 1 Public Square |
| City | Nelsonville |
| State | OH |
| Zip Code | 45764 |
| Is public access limited by fences, ropes, barricades or guard rails? | Yes |
| Is the event facility/venue requiring that they be named on a Certificate of Liability as an Additional Insured? | Yes |
| Name of Certificate Holder | The City Of Nelsonville |
| The Certificate Holder address is the same as the Venue. | Not Selected |
| Address | 211 Lake Hope Drive |
| City | Nellsonville |
| State | OH |
| Zip Code | 45764 |
| Enter additional insured language, if any (Optional) | |
| Email a copy of Certificate to: (Optional) | administration@cityofnelsonville.com, citymanager@cityofnelsonville.com,codeenforcement m, |

## Coverages

| | |
|---|---|
| Liability Coverage Limit (Terrorism Included) | $1,000,000/$2,000,000 Per Occurrence/Annual Aggregate |
| Optional Coverages | |
| Care Custody Control (3rd Party Property Damage) Liability Coverage | Not Selected |
| Damage To Premises Limit | $50,000 |

| | |
|---|---|
| Medical Payments Coverage | $1,000 |
| Collapse Of Temporary Structure Liability Coverage | Not Selected |
| Contractual Liability Coverage | Yes |
| Hired And Non-Owned Automobile Liability Coverage | Yes |
| Waiver of Subrogation Coverage | Yes |
| AD&D Limit | Not Selected |

**Acknowledgements and Signature**

| | |
|---|---|
| Do you understand and agree that this policy does not provide coverage for bodily injury to participants in any production, exhibition, performance, sport, event, contest or athletic activity? | Not Applicable |
| I understand and agree that it is the insured's responsibility to read the insurance policy and that I have been offered all available coverages. | Yes |
| Do you understand and agree that by signing this application, R.V. Nuccio & Associates is hereby appointed and designated as your Broker Of Record regarding the placement of this insurance policy? | Yes |
| I understand and agree that the underwriter retains the right to review the application for accuracy, and that the policy will not cover Bodily Injury, Property Damage or Personal Injury if the Event Type, Music Type or any other application information is falsely reported, falsely stated, incorrectly selected, incorrectly stated, misreported, misrepresented, misstated or wrongly stated, whether or not intentional. I understand and agree that by entering my name below, I am effectively signing this application for | Yes |
| Enter Your First and Last Name | Cameron Peck |
| Date Signed | 06/01/2026 |
| Memorandum Number | NAEP138068 |
| Memorandum Number AD&D | |

## Additional Insureds

1

| | |
|---|---|
| Additional Insured Name | The City Of Nelsonville |
| Additional Insured Street | 211 Lake Hope Drive |
| Additional Insured City | Nellsonville |
| Additional Insured State | OH |
| Additional Insured Zip | 45764 |
| Additional Insured Email | administration@cityofnelsonville.com, citymanager@cityofnelsonville.com,codeenforcement m, |
| Additional Insured Phone | |
| Is there any specific wording the Additional Insured would like to see on the Certificate? | |

# SPECIAL EVENT INSURANCE QUOTE

**Date:** 6/1/2026 **Client ID #:** 2764653

**Applicant & Event Information**

Applicant Name: Bigfoot Educational Group Nelsonville

Event Type: Event Type: Cultural Festival Proposed Coverage Date: 10/2/2026

| Selected Coverage | Limit | Cost |
|---|---|---|
| 1. COMMERCIAL GENERAL LIABILITY *(Host Liquor Liability Included)* *Underwritten by Fireman's Fund Insurance Company, a company of Allianz®* | $1,000,000/$2,000,000 | $776.70 |
| a. Care/Custody/Control Liability | Not Covered | $0.00 |
| b. Damage to Premises Limit | $50,000 | $0.00 |
| c. Medical Payments | $1,000 | $15.00 |
| d. Collapse of Temporary Structure | Not Covered | $0.00 |
| e. Contractual Liability | Covered | $158.34 |
| f. Hired and Non-Owned Auto Liability | Covered | $100.00 |
| g. Liquor Liability | Not Covered | $0.00 |
| h. Waiver of Subrogation | Covered | $79.17 |
| i. Terrorism | Covered | $22.58 |
| State Surcharge/State Guarantee Fund | | $0.00 |
| CGL RVNA Unlimited Additional Insured(s) Charge | | $50.00 |
| CGL RVNA Primary Endorsement Charge | | $0.00 |
| CGL RVNA Corporate Charge | | $255.00 |
| AEPV Purchasing Group Membership Charge | | $50.00 |
| Subtotal Commercial General Liability (CGL) | | $1,506.79 |
| 2. ACCIDENT MEDICAL EXPENSE *Accident Medical underwritten by Axis Insurance Company* | Not Covered | $0.00 |
| State Guarantee Fund | | $0.00 |
| AD&D/AME RVNA Corporate Charge | | $0.00 |
| AD&D/AME NASEP Assocation Membership Fee | | $0.00 |
| Subtotal Accident Medical Expense (AD&D/AME) | | $0.00 |
| 3. EVENT CANCELLATION *Event Cancellation underwritten by HCC Insurance Company* | Not Covered | $0.00 |
| Surplus Lines Tax/Stamping Fee | | $0.00 |
| EC RVNA Corporate Charge | | $0.00 |
| EC NASEP Assocation Membership Fee | | $0.00 |
| Subtotal Event Cancellation (EC) | | $0.00 |
| **TOTAL** | | **$1,506.79** |

**How Do I Buy & Print this Policy Online in 3 Minutes?**

Just visit specialeventinsurance.com, and sign in to complete your application and print documents instantly.

**PLEASE REVIEW THE SECOND PAGE FOR SPECIAL NOTES AND NOTABLE EXCLUSIONS**

R.V. Nuccio & Associates Insurance Brokers 10148 Riverside Drive Toluca Lake, CA 91602
Tel. (818) 980-1413 Email support@rvnuccio.com rvnuccio.com
Licensed in all 50 states

# SPECIAL EVENT INSURANCE QUOTE (CONT'D.)

**Notes:**

- Coverage for weekend events must be purchased by 4:00 PM Friday.
- Prices subject to change without notice.
- It is the insureds responsibility to read the policy. It is available online at specialeventinsurance.com
- Payment Method: Credit Cards only.
- DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is the exclusive broker for AEPV, LLC.
- Property Damage Deductible is $3,000.00.
- AD&D/AME Deductible is $25.00.

**Need Assistance?**

If you have any questions or wish to speak to a customer service representative, please contact our office Monday - Friday, 5:30 AM to 5:00 PM PST at 1-800-364-2433 or email support@rvnuccio.com.

**THE FOLLOWING EXCLUSIONS ARE CONTAINED IN THE COMMERCIAL GENERAL LIABILITY COVERAGE PROVIDED BY THIS PROGRAM:** This list is not all inclusive. Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Amusement devices (the ownership, operation, maintenance, or use of: any mechanical or non-mechanical ride, slide, or water slide, any bungee operation or equipment.); Animal games/rides; Rodeos; Cannabis, CBD, Vaping and related products; Weapons; Employment-related practices; Fireworks; Fungi or bacteria; lead; Nuclear energy liability; Injury to Performers; Throwing objects into a crowd; Events at premises owned or managed by the insured; Motorized vehicles/motorcycles/ watercraft/powerboats practicing for, qualifying for, or testing for any racing speed, demolition, or stunting activity; Event type misrepresentation including but not limited to: Concerts (rap, hip hop, heavy metal, electronic, hard rock), Raves, Rave-like parties, Electronic music events.

# DOXA PROGRAMS, LLC
# R.V. NUCCIO & ASSOCIATES INSURANCE BROKERS
## COMPENSATION DISCLOSURE AND AGREEMENT FORM

**ADMINISTRATIVE FEE PAYABLE BY CLIENT:** $ 305.00

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is charging a non-negotiable, fixed administrative fee in addition to any premium charged (which *may* also include a commission paid by the insuring company). By and through this administrative fee, Client has 24-hour/7-day access to self-service online portal, which includes access to the insurance policy, all endorsements and other documents; the ability to create, print and to forward unlimited Certificates of Insurance; and the ability to add and/or amend unlimited Additional Insured Certificates of Insurance and/or endorsements, as needed. In addition, the Client also has the opportunity to renew the policy online 24/7 when the office is unattended.

**COMMISSION PAYABLE BY INSURANCE COMPANY:** $ 316.74

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers may also receive additional commissions from the insurance carrier, some based upon a percentage of the premium at the point of sale (displayed above), and some at a future date after the close of the production year. The commissions which *may* be paid at some time in the future, are in the form of future incentive compensation from the insurer, including contingent commissions and other awards and/or bonuses based upon factors that typically include the total sales volume, growth, profitability and retention of business placed by the insurance broker/producer with the insurer. Incentive compensation is never guaranteed, and is only paid if the performance criteria established in the Broker/Insurer Agreement is met by the insurance broker/producer of the business entity with which the insurance broker/producer is affiliated.

**YOU ARE UNDER NO OBLIGATION TO PURCHASE THIS INSURANCE PRODUCT. BY SIGNING THIS COMPENSATION DISCLOSURE FORM AND AGREEMENT, YOU ARE AGREEING TO THE FOREGOING COMPENSATION STRUCTURE.**

In the event of policy cancellation, the above administrative fee, payable by the client, will not be considered in any calculation assessing unearned or return premium.

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers does not have any ownership interest and is not under common control with the person or entity providing the compensation (the insurer). DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is not aware that any other person or entity will receive compensation from the insurer for assisting in this transaction.

**Client Signature** **Date**

Cameron Peck 6/1/2026

**Note:**
DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers insurance producer's license number in Missouri is 3002837065.

RVNA®
A DOXA INSURANCE COMPANY

ALLIANCE OF EVENT PLANNERS & VENDORS, LLC

# Commercial General Liability Insurance Master Policy Occurrence Form

## MEMORANDUM OF INSURANCE

Policy Number: UST022072250 | Memorandum Number: NAEP138068

Issuing Company:
**Fireman's Fund Insurance Company**
225 W. Washington Street, Suite 1900,Chicago, IL 60606
Nationwide Claims: 1-888-347-3428

National Program Administrator:
**DOXA Programs, LLC DBA**
**R.V. Nuccio & Associates Insurance Brokers**
10148 Riverside Drive, Toluca Lake, CA 91602

01. MEMORANDUM HOLDER NAME AND ADDRESS (Memorandum holder means Named Insured)
A. Memorandum Holder: Bigfoot Educational Group Nelsonville
B. Street Address: 649 Poplar Street
C. City: Nelsonville D. State: OH E. Zip Code: 45764

02. COVERAGE PERIOD
Inception Date: 10/2/2026 12:01AM to Expiration Date 10/5/2026 12:01 AM Standard Time at Named Insured's address stated above

03. EVENT TYPE AND LOCATION
Event Type: Cultural Festival
Event Facility Name: The PublicSquare, Nelsonville Ohio
Event Facility Address: 1 Public Square Nelsonville , OH 45764

| 04. GENERAL/AUTOMOBILE LIABILITY COVERAGE PART | Limit of Insurance | Policy |
|---|---|---|
| **A. Commercial General Liability Coverage** | | |
| General Aggregate Limit | $ 2,000,000 | |
| Products/Completed Operations Aggregate Limit | $ 1,000,000 | |
| Personal & Advertising Injury Limit | $ 1,000,000 | |
| Each Occurrence Limit ($3,000 Property Damage Deductible) | $ 1,000,000 | |
| Damage to Premises Limit | $ 50,000 | |
| Medical Payments Limit | $ 1,000 | |
| Subtotal Base Premium | | $ 791.70 |
| **B. Commercial General Liability Optional Coverage** | | |
| Care, Custody Or Control Liability Coverage | $ Not Covered | $ 0.00 |
| Collapse Of Temporary Structure Liability Coverage | $ Not Covered | $ 0.00 |
| Contractual Liability Coverage | $ Covered | $ 158.34 |
| Liquor Liability Coverage | $ Not Covered | $ 0.00 |
| Waiver Of Subrogation Coverage | $ Covered | $ 79.17 |
| Subtotal Optional Coverage Premium | | $ 237.51 |
| **C. Automobile Liability Optional Coverage** | | |
| Non-Owned And Hired Automobile Coverage | $ 1,000,000 | |
| Subtotal Non-Owned And Hired Automobile Liability Premium | | $ 100.00 |

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

Date Issued: 6/1/2026

RVNA®
A DOXA INSURANCE COMPANY

ALLIANCE OF EVENT PLANNERS & VENDORS, LLC

# Commercial General Liability Insurance Master Policy Occurrence Form

## MEMORANDUM OF INSURANCE (CONT'D.)

Policy Number: UST022072250 Memorandum Number: NAEP138068

04. GENERAL/AUTOMOBILE LIABILITY COVERAGE PART Cont'd.

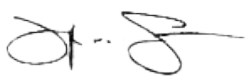
| | | | |
|---|---|---|---|
| Subtotal General / Automobile Premium | | $ | 100.00 |
| Terrorism Coverage | Covered | $ | 22.58 |
| **Total Premium** | | **$** | 1,151.79 |
| | State Surcharge 01 | $ | 0.00 |
| | State Surcharge 02 | $ | 0.00 |
| | State Surcharge 03 | $ | 0.00 |
| | State Surcharge 04 | $ | 0.00 |
| | State Guarantee Fund | $ | 0.00 |

05. TOTAL PREMIUM/STATE CHARGE/STATE GUARANTEE FUND **$** 1,151.79

06. Forms and Endorsements Attached at Inception

Detailed Policy changes are listed on the following page.

Date Issued:6/1/2026

By 

Authorized Representative

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

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Allianz Global Corporate & Specialty®

# Allianz Insurance Policy



Allianz

Re: Policy Number: Refer to Memorandum
Issuing Company: Fireman's Fund Insurance Company (AN ALLIANZ COMPANY)

Thank you for choosing Allianz as your insurance company. We appreciate the trust you've placed in us. A copy of your commercial insurance policy is enclosed. Be sure to keep it in a secure place that you can easily access if you have a question or claim.

As a valuded policy holder, you can count on Allianz for:

**Trust and financial stability** - Rated A+ by A.M. Best and AA by Standard and Poor's, Allianz Global Corporate & Specialty earns one of the highest financial ratings of the leading global property and casualty insurers.
**Exceptional claim service** - Alianz has a 125-year reputation for outstanding claim service built on our commitment to honesty, integrity, and partnership withour clients. The company is ranked as "One fo the world's most admired companies" by Fortune® and "one of the top global brands in the world" by Interbrand.

**The ability to keep pace as your business evolves** - Your needs are continually changing. Whether you are adopting new technologies or expanding into new geographic markets, Allianz has the expertise and resources to grow with you.

We truly look forward to serving you and supporting your business. In the interim, please know that we deeply appreciate your business.

Best Regards,



Bill Scaldaferri

President & CEO
Allianz Global Corporate & Specilty, North America

386516 01 17
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**Fireman's Fund Insurance Company**
A Stock Company
225 W. Washington Street, Suite 1800
Chicago, IL 60606-3484

# COMMON POLICY DECLARATIONS

**Policy No: Refer to Memorandum**
**Previous Policy No: Refer to Memorandum**

**Policy Period:** **From:** Refer to Memorandum
**To:**

Beginning and ending at 12:01 a.m., standard time at the mailing address of the Named Insured shown below.

**Named Insured and Mailing Address:**
Refer to Memorandum

**Producer Name and Mailing Address:**
RV.Nuccio & Associates
10148 Riverside Dr.2nd Fl
Toluca Lake, CA 91602
USA

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

**Premium Summary**

| | |
|---|---|
| Business Auto | $ Refer to Memorandum |
| Certified Terrorism | $ Refer to Memorandum |
| **Total Amount Payable by the Insured** | **$ Refer to Memorandum** |

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## Forms Schedule

The following policy forms and endorsements have been attached to and made a part of the policy at Inception:

| Form Title | Form Number |
|---|---|
| **Signature Page** | 145990 08 17 |
| **Policyholder Messages** | |
| Reporting a Claim | 05GE0002 08 21 |
| Policyholder Message | 386636 03 21 |
| California Policyholder Message | PHN7140 CA 08 17 |
| Allianz Global Risks US Insurance Company Privacy and Security Statement | PVCYV5C 03 21 CA |
| **General Liability** | |
| Policyholder Message | 101661 10 90 |
| Important Disclosure Notice Regarding Terrorism Coverage | 386359 01 15 |
| Policyholder Message - Silica Particles Exclusion | 386396 05 04 |
| **Business Auto** | |
| Policyholder Message | 385522 07 17 |
| Policyholder Message | 385541 03 12 |
| Vermont Bodily Injury Uninsured Motorists Coverage Selection | 385922 04 10 |
| Uninsured/Underinsured Motorist Bodily Injury Coverage Form | 386032 09 08 |
| **General Liability** | |
| Economic or Trade Sanctions Compliance | 145985 06 14 |
| Calculation of Premium | IL 00 03 09 08 |
| Common Policy Conditions | IL 00 17 11 9 8 |
| Nuclear Energy Liability Exclusion Endorsement (Broad Form) | IL 00 21 09 08 |
| California Changes - Cancellation and Nonrenewal | IL 02 70 09 12 |
| Silica Particles Exclusion - California | 145917CA 03 19 |
| Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) | 145927 01 15 |
| Civil Union Amendatory Endorsement | 145983 10 13 |
| Amendment of Policy - Additional Condition | IL 70 05 02 96 |
| General Liability Coverage Section - Declarations | |
| Commercial General Liability Coverage Form | CG 00 01 04 13 |
| Additional Insured - Person, Organization or Other Entity - Use of Premises | 600003STEP 09 12 |
| Care, Custody or Control Coverage | 600007STEP 09 12 |
| Exclusion - Directors and Officers Liability | 600009STEP 09 12 |
| Exclusion - Punitive or Exemplary Damages | 600010STEP 09 12 |

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## Forms Schedule, *Continued*

| Form Title | Form Number |
|---|---|
| Step Common Exclusions | 600013STEP 09 12 |
| Deductible Liability Insurance | CG 03 00 01 96 |
| Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations | CG 20 12 04 13 |
| Additional Insured - Designated Person or Organization | CG 20 26 04 13 |
| Exclusion - Designated Professional Services | CG21160413 |
| Exclusion-Coverage C-Medical Payments | CG 213510 01 |
| Exclusion - New Entities | CG 21 36 03 05 |
| Employment - Related Practices Exclusion | CG21471207 |
| Total Pollution Exclusion Endorsement | CG 21 49 09 99 |
| Exclusion - Insurance and Related Operations | CG 22 48 04 13 |
| California Changes | CG 32 34 01 05 |
| Complete Lead Poisoning and Lead Contamination Exclusion | CG 70 92 12 92 |
| Complete Asbestos Exclusion | CG 70 93 12 92 |
| Exclusion - Intellectual Property | CG 715910 01 |
| Fungi or Bacteria Exclusion | CG 72 18 04 08 |
| Personal and Advertising Injury Hazard Redefined | CG 72 75 06 07 |
| Emergency First Aid Endorsement | CG 72 86 12 08 |
| Exclusion - Unmanned Aircraft | CG 73 04 06 15 |
| Communicable Disease Coverage Sublimit - Defense Within The Limits | CG 73 26 07 21 |
| Field of Entertainment Exclusion | ENTGL 000 01 19 |
| Abuse and Molestation Exclusion | ENTGL 001 01 19 |
| Activities Exclusion - Promoter and Live Events | ENTGL 005 01 19 |
| Animal Exclusion | ENTGL 015 01 19 |
| Errors and Omissions Exclusion | ENTGL 023 01 19 |
| Exclusion - Motorized Events | ENTGL 026 01 19 |
| Exclusion - Pyrotechnics and Explosives | ENTGL 027 01 19 |
| Exclusion - Participant or Performer | ENTGL 039 01 19 |
| Exclusion - Cyber Event | ENTIL 004 01 19 |
| Exclusion - Collapse of Temporary Structure | 600008STE 09 12 |
| Exclusion - Designated Operations | 600015STEP 09 12 |
| Liquor Liability Coverage Form | CG 00 33 04 13 |
| Exclusion - Corporal Punishment | CG 22 30 07 98 |
| Other Insurance Amendment Endorsement | CG 70 89 03 19 |

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## Forms Schedule, *Continued*

| Form Title | Form Number |
|---|---|
| **Business Auto** | |
| Economic or Trade Sanctions Compliance | 145985 06 14 |
| Calculation of Premium | IL 00 03 09 08 |
| Common Policy Conditions | IL00171198 |
| Nuclear Energy Liability Exclusion Endorsement (Broad Form) | IL 00 21 09 08 |
| California Changes - Cancellation and Nonrenewal | IL 02 70 09 12 |
| Business Auto Coverage Section - Declarations | |
| Business Auto Coverage Form | CA 00 01 10 13 |
| California Changes | CA 014305 17 |
| Illinois Uninsured Motorists Coverage | CA21300115 |
| Arizona Uninsured Motorists Coverage | CA 21 39 10 13 |
| Arizona Underinsured Motorists Coverage | CA 214010 13 |
| Indiana Uninsured Motorists Coverage | CA 214412 15 |
| Louisiana Uninsured Motorists Coverage - Bodily Injury | CA 214810 13 |
| Vermont Uninsured Motorists Coverage | CA 21 63 10 16 |
| Explanation of Premium Basis | CA 70 03 10 01 |
| Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism | CA 70 78 01 06 |
| Covered Auto Designation Symbol | CA 99 54 10 13 |

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# SIGNATURE PAGE

IN WITNESS WHEREOF, the Company indicated on the Declarations Page of the policy has caused the policy to be signed by its President and Secretary.

Secretary

President


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# Policyholder Message - 386636 03 21

**Important Information for Policyholders**

If you have questions about your policy, please contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy listed on your Declarations page at the following address:

Allianz Global Risks US Insurance Company
225 W. Washington Street, Suite 1800
Chicago, IL 60606-3484

Toll Free Telephone: 1-(888) 466-7883

Website: https://www.agcs.allianz.com/global-offices/united-states.html

Email address for First Notice of Loss: NewLoss@agcs.allianz.com
Toll Free Number for Claims First Notice of Loss: 1-(800)-347-3428
Toll Free Number for Existing Claims: 1-(800) 870-8857

The information above supersedes any other Company contact information you may have received with your policy.


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# California Policyholder Message

**Important Information for California Policyholders**

If you ever have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, you can contact the company issuing the policy at the following address:

Corporate Consumer Affairs
Allianz Global Risks US Insurance Company
225 W. Washington Street Suite 1800
Chicago, IL 60606
Phone: 1-888-466-7883

If you have been unable to obtain satisfaction from either the agent or the company, you may contact the California Department of Insurance at the following address:

California Department of Insurance
Comsumer Services Division
300 South Spring Street, South Tower
Los Angeles, CA 90013

Phone: 1-800-927-4357 (calling within California)
1-213-897-8921 (calling outside California)
1-800-482-4833 (TDD-Telecommunication Devices for the Deaf)

The Department of Insurance should be contacted only after the contacts with the agent and the company have failed to produce a satisfactory solution to your problem.


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# Reporting a Claim

Allianz Global Corporate & Specialty is committed to providing insureds and clients with effective claim service.

In the event of an incident which may result in a claim, an actual claim, or your receipt of suit papers, please follow the procedures outlined below.

## PROCEDURES FOR REPORTING CLAIMS

**NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:**

**Allianz Global Corporate & Specialty**
**Phone Number: 1-888-347-3428**

**Please fill out the online claim reporting form which is available at www.agcs.allianz.com/usclaims or send an email to NewLoss@agcs.allianz.com. For assistance contact your agent or broker.**


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# Policyholder Message - 101661 10 90

**Your policy has a third party deductible to help you contain your insurance costs. This will result in our sending you a bill for the deductible amount anytime we pay a third party claimant under the policy. For further details, consult your agent or broker.**


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# Cross-Product Endorsements

(See Forms Schedule on Common Declarations for applicability)

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# Economic or Trade Sanctions Compliance - 145985 06 14

Policy Amendment

The following is added to the Policy and replaces any other provision in the Policy addressing economic or trade sanctions:

This insurance does not apply to the extent that economic or trade sanctions or other laws or regulations prohibit us (the Company) from providing insurance.

All other terms and conditions of the policy remain unchanged.


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**IL 00 03 09 08**

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

# CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.


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**IL00171198**

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

# 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:


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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.


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**IL 00 210908**

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

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

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

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

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

**(1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

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

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

**(1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

**(2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

**(3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**2** As used in this endorsement:

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

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

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

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


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"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.


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# GENERAL LIABILITY

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# Civil Union Amendatory Endorsement - 145983 10 13

Policy Amendment

The following provision is added to the policy:

Spouse, wherever used in the policy, is amended to include civil union and domestic partnerships as recognized by any applicable federal, state or local law.


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**IL 70 05 02 96**

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

# Amendment of Policy - Additional Condition - IL 70 05 02 96

Policy Amendment(s) Commercial General Provisions

**This endorsement modifies insurance provided under the following:**

**American Business Coverage**
**Commercial General Liability**
**Automobile**
**Crime**
**Inland Marine**
**Farm Property**
**Farm Liability**

You and we agree to add this condition to the policy:

**Two or More Policies Issued By Us**

The Other Insurance provisions changed to add the following:

If the same **occurrence,** accident, loss or damage is covered under more than one policy issued by us or a company affiliated with us, the following applies:

1. The maximum Limit of Insurance that applies under all policies shall not exceed the highest limit that applies under any one policy.
2. For Farm Liability, General Liability or Automobile: we will not provide coverage after the aggregate limit of insurance that applies under any one policy:
   a. has been exhausted; or
   b. would have been exhausted had all covered claims been submitted under that one policy rather than under two or more policies.

   This condition does not apply to a policy issued to apply as excess over this policy.


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# GENERAL LIABILITY COVERAGE SECTION - DECLARATIONS

- These Declarations, together with the Common Policy Declarations and Policy Conditions, Coverage Form(s) and any Endorsement(s), complete this policy.
- If one or more numbers are shown in the Location(s) column of these Declarations, then each number represents that specific **location(s)** as displayed on the Common Policy Declarations. If the word **"ALL"** is shown in the Location(s) column shown in these Declarations, then such word means all **locations** as displayed on the Common Policy Declarations **except** operations at locations that are specifically excluded.

**Audit Period**
**Annual**

**Commercial General Liability Coverage Form (CG 00 01 04 13)**

| Coverage Description | Limits of Insurance |
|---|---|
| Commercial General Liability Coverage Part | |
| General Aggregate Limit (Other than Products - Completed Operations) | $ Refer to Memorandum |
| Products-Completed Operations Aggregate Limit | $ Refer to Memorandum |
| Personal & Advertising Injury Limit | $ Refer to Memorandum |
| Each Occurrence Limit | $ Refer to Memorandum |
| Damage To Premises Rented To You Limit-Any One Premises | $ Refer to Memorandum |
| Medical Expense Limit- Any One Person | $ Refer to Memorandum |

**Deductible Liability Insurance (CG 03 00 01 96)**

| Coverage | Amount and Basis of Deductible |
|---|---|
| | Per Claim |
| Property Damage Liability | $ Refer to Memorandum |

## Endorsements

**Care, Custody or Control Coverage (600007STEP 09 12)**

| Description of Operation |
|---|
| As stated on a Memorandum of Insurance to the designated Memorandum of Insurance Holder. |

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**Exclusion - Designated Professional Services (CG 21 16 04 13)**

| Description Of Professional Services |
|---|
| 01. Accounting |
| 02. Advertising |
| 03. Architectural |
| 04. Engineering |
| 05. Financial |
| 06. Health Care |
| 07. Insurance |
| 08. Investing |
| 09. Legal |
| 10. Marketing |
| 11. Medical |
| 12. Nursing |
| 13. Advisory Services or Counseling including but not limited to mental health, crisis management, social services or drug and alcohol rehabilitation or similar subjects. |
| 14. Parliamentarian |
| 15. Veterinarian Services |

**Exclusion-Coverage C-Medical Payments (CG 21 35 10 01)**

| Description And Location Of Premises Or Classification |
|---|
| All |

**Fungi or Bacteria Exclusion (CG 72 18 04 08)**

| Specified Location (If Applicable) |
|---|
| All |

**Communicable Disease Coverage Sublimit - Defense Within The Limits (CG 73 26 07 21)**

| Per Event Limit | Aggregate Limit |
|---|---|
| **$5,000** | **$5,000** |

**Activities Exclusion - Promoter and Live Events (ENTGL 005 01 19)**

| Activities Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply) |
|---|
| A. Throwing Objects Exclusion |
| B. Stage Diving / Crowd Surfing Exclusion |
| C. Mashing Exclusion |

**Animal Exclusion (ENTGL 015 01 19)**

| Animals Excluded (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply) |
|---|
| A. Animal Exclusion |

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## Contractual Liability Exclusion (001)

The policy does not apply to any liability assumed by any "Insured" under any contract or agreement. This exclusion does not apply to liability any "Insured" would have in the absence of the contract or agreement.

However, this exclusion does not apply if Contractual Liability Coverage is shown as COVERED on the applicable Memorandum of Insurance and a premium has been paid.

Words in" "have the same definition shown in the General Liability Coverage Contract CG 00 01.

## Exclusion - Designated Operations (600015STE 09 12)

01. Aerial acts/performances
02. Animal Games/ Rides
03. Animal Adoption or Rescue
04. Ax Throwing
05. Body Modifications of any Kind
06. Bonfires/ Campfires
07. Carnival Games
08. Construction Operations
09. Equestrian Activities
10. Fire Performers/ Performances
11. Go Karting Activities and Racing
12. Graduation Night Parties and Events
13. Haunted Houses
14. Hay Rides
15. Overnight Camping
16. Paintball Games
17. Production or Filming Activity (Film/TV/Other)
18. Protests, Rallies or Marches
19. Rocketry
20. Taxidermy
21. Water Games and Water Activities
22. Use, sale or rental of the following:
    a. Amusement or mechanical devices and rides
    b. Bungee Devices
    b. Cannabis products or paraphernalia
    c. Climbing Walls
    d. Compressed Air Devices
    e. Firearms, Knives and other Weapons
    f. Foam Generator
    g. Inflatable Devices
    h. Lasers
    i. Mechanical Amusement Devices
    j. Motorized vehicle, including but not limited to golf carts and other personal transportation devices
    k. Narcotics or psychedelics of any kind, whether or not the use of such substance is legal
    1. Pyrotechnics/ Explosives
    m. Rebound devices/ Trampolines
    n. Smoke Pots/ Generators
    o. Vaping products or paraphernalia
    p. Virtual or Augmented Reality Devices
    q. Zip Lines

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**Liquor Liability Coverage Form (CG 00 33 04 13)**

| COVERAGE DESCRIPTION | LIMITS OF INSURANCE |
|---|---|
| Aggregate Limit | Refer to Memorandum |
| Each Common Cause Limit | Refer to Memorandum |

**Exclusion - All Hazards in Connection with Designated Premises (CG 21 00 07 98)**

Any premises owned or maintained by the Memorandum of Insurance Holder and any premises rented to or leased to the Memorandum of Insurance Holder on an annual or full time basis.

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**COMMERCIAL GENERAL LIABILITY**
**CG 00 01 0413**

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

# 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:


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**(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.


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**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".


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**(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.


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**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 Ill - 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.


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**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.


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**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.


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**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:


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**(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;


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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:


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**(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.**


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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


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**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. ExcessInsurance**

**(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.


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**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.


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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


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**(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;


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**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.


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**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.


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# Care, Custody or Control Coverage - 600007STEP 09 12

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule**

**Description of Operations:**

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

With respect to the operations described in the Schedule above, this insurance is amended as follows:

A. Except with respect to liability under a written sidetrack agreement or an elevator maintenance agreement:

1. Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability, Paragraphs 2.j.(4), 2.j.(5) and 2.j.(6) do not apply to **property damage** caused by your operations.
2. The following is added to paragraph 5. of Section III - Limits of Insurance:

   Subject to the Each Occurrence Limit and the General Aggregate Limit, the most we will pay for **property damage** covered in paragraph 1. above is:

   $ Refer to Memorandum of Insurance
   Each OCCURRENCE
   $ Refer to Memorandum of Insurance
   AGGREGATE
3. Other Insurance:

   If other valid and collectible insurance is available to the insured for a loss we cover under this Endorsement, then this insurance is excess over such insurance.

B. This Endorsement applies only if a limit is shown on the Memorandum of Insurance for Care, Custody or Control Liability Coverage and a premium has been paid.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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# Exclusion - Directors and Officers Liability - 600009STEP 09 12

Policy Amendment(s) Commercial General 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 any **bodily injury, property damage or personal and advertising injury** arising out of any **wrongful act.**

As used in this exclusion, **wrongful act** means any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by any director, officer, trustee, governor, regent, commissioner, committee member, managing member or member of any board of managers or any board of directors or any similar governing body of any organization of any Insured in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of being directors or officers. We have no duty to defend you against such allegations.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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# Exclusion - Punitive or Exemplary Damages - 60001 0STEP 09 12

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

This insurance does not apply to punitive or exemplary damages or any fines or penalties in whatever form assessed, or to any costs, interest, or damages attributable to such punitive or exemplary damages.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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# Step Common Exclusions - 600013STEP 09 12

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

A. Section I - Coverages, Coverage B Personal and Advertising Injury Liability, Paragraph 2.f. is deleted.

B. The following exclusions are added to Paragraph 2., Exclusions of Section I - Coverages, Coverage A Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverages, Coverage B Personal and Advertising Injury Liability.

This insurance does not apply to **bodily injury, property damage, personal and advertising injury** or medical expense arising out of any of the following:

1. Assault or Battery

   Assault or battery or any act or omission in connection with the prevention or suppression of such acts including failure to warn, train or supervise; whether arising out of or at the instigation or direction of the Memorandum of Insurance holder, its employees, patrons or any other person;

2. Breach of Contract

   Any breach of contract;

3. Defect In Premises

   Any latent defect or patent defect in the facility, site or venue where the event is scheduled to take place, or other physical characteristics or conditions of such facility, site or venue where the event is scheduled to take place which contribute to or give rise to **bodily injury, property damage, personal and advertising injury** or medical expense;

4. Event Type Misrepresentation

   Misrepresentation with respect to any type of scheduled event that is falsely, wrongly or incorrectly stated, selected, misreported, misrepresented, or misstated at the time of application, whether or not intentional;

5. Injury To Performers

   Injury to any person while practicing for, performing or participating in any concert, show, theatrical event, production, sporting event or exhibition insured under this policy;

6. Land Subsidence

   The subsidence of land as a result of landslide, mudflow, earth sinking or shifting; whether arising from natural causes or resulting from your operations or any subcontractor of the Memorandum of Insurance holder;

7. Members Versus Members

   An **occurrence** between two or more active, inactive, auxiliary or national members of any club, society, association, organization, foundation, gathering or similar group as insured hereunder;

8. Stunt Activity

   Any feat or activity requiring special strength or skill, or involving dangerous or spectacular action, including any practice or preparation for any such feat or activity requiring special strength or skill, or involving dangerous or spectacular action;

9. Unscheduled Activities or Events

   Event(s) that is not listed as a specified event(s) under Event Type on the Memorandum Of Insurance; or


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10. Vendor Injury

    Injury to any person or entity hired to provide any goods or services for the Event Type as shown in the Memorandum of Insurance.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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# Exclusion - Designated Operations - 60001 5STEP 09 12

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule - Description of Excluded Operations**

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

This insurance does not apply to **bodily injury, property damage, personal and advertising injury,** or medical expense arising out of:

1. Your incidental or ongoing operations shown in the Schedule above;
2. Any activity, event or operation whether incidental or ongoing in which a concessionaire(s), exhibitor(s), vendor(s) or independent contractor(s) is involved; unless a Certificate of Insurance has been received by the Memorandum of Insurance holder which evidences that the Memorandum Of Insurance holder has been named as an Additional Insured on the concessionaire's, exhibitor's, vendor's or independent contractor's Commercial General Liability insurance policy with limits equal to or greater than the limits we provide in this policy to the Memorandum Of Insurance holder; or
3. Any activity, event or operation whether incidental or ongoing which includes the activities or use of the items listed in the Schedule above, whether or not a Certificate of Insurance has been received.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**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

**SCHEDULE**

| Coverage | Amount and Basis of Deductible | | |
|---|---|---|---|
| | PER CLAIM | or | PER OCCURRENCE |
| Bodily Injury Liability<br>OR | $ | | $ |
| Property Damage Liability<br>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.


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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.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL GENERAL LIABILITY**
**CG21160413**

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

# EXCLUSION - DESIGNATED PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Description Of Professional Services |
|---|
| **1.** |
| **2.** |
| **3.** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

With respect to any professional services shown in the Schedule, 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" due to the rendering of or failure to render any professional service.

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 service.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL GENERAL LIABILITY**
**CG 213510 01**

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

# EXCLUSION - COVERAGE C - MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following: COMMERCIAL

GENERAL LIABILITY COVERAGE PART

**Schedule**

| Description And Location Of Premises Or Classification |
| --- |
| |

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

With respect to any premises or classification shown in the Schedule:

1. Section I - Coverage **C** - Medical Payments does not apply and none of the references to it in the Coverage Part apply; and
2. The following is added to Section I - Supplementary Payments:
   h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.


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**COMMERCIAL GENERAL LIABILITY**
**CG 213603 05**

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

# EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **3.** of **Section** II - **Who Is An Insured** does not apply.


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**COMMERCIAL GENERAL LIABILITY**
**CG21471207**

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

# EMPLOYMENT- RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

**(1)** A person arising out of any:

**(a)** Refusal to employ that person;

**(b)** Termination of that person's employment; or

**(c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

**(2)** The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b), or (c)** above is directed.

This exclusion applies:

**(1)** Whether the injury-causing event described in Paragraphs **(a), (b) or (c)** above occurs before employment, during employment or after employment of that person;

**(2)** Whether the insured may be liable as an employer or in any other capacity; and

**(3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

Personal and advertising injury" to:

**(1)** A person arising out of any:

**(a)** Refusal to employ that person;

**(b)** Termination of that person's employment; or

**(c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

**(2)** The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

**(1)** Whether the injury-causing event described in Paragraphs **(a), (b) or (c)** above occurs before employment, during employment or after employment of that person;

**(2)** Whether the insured may be liable as an employer or in any other capacity; and

**(3)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.


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**COMMERCIAL GENERAL LIABILITY**
**CG 21490999**

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

# TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

**f. Pollution**

**(1)** "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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

**(a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

**(b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".


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**COMMERCIAL GENERAL LIABILITY**
**CG22480413**

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

# EXCLUSION - INSURANCE AND RELATED OPERATIONS

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" for which the insured may be held liable:

**1.** Because of:

**a.** Any obligation assumed by any insured; or

**b.** The failure to discharge, or the improper discharge of, any obligation or duty, contractual or otherwise;

with respect to any contract or treaty of insurance, reinsurance, suretyship, annuity, endowment or employee benefit plan, including applications, receipts or binders;

**2.** Because of the membership in or contribution to or management or administration of any insurance plan, pool, association, insolvency or guarantee fund or any similar insurance fund, organization or association, whether voluntary or involuntary; or

**3.** Resulting from the rendering of or failure to render the following professional services:

**a.** Advising, inspecting, reporting or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent or representative thereof;

**b.** Effecting insurance, reinsurance or suretyship coverages;

**c.** Investigating, defending or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance or suretyship;

**d.** Auditing or maintaining accounts or records of others;

**e.** Conducting an investment, loan or real estate department or operations;

**f.** Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans or other similar activities; or

**g.** Performing any claim, investigative, adjustment, engineering, inspection, consulting, survey, audit, appraisal, actuarial or data processing service for a fee.

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 that which is described in Paragraph **1., 2.** or **3.**


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# Complete Lead Poisoning and Lead Contamination Exclusion
# CG 70 92 0319

This insurance does not apply to any injury, damage, liability loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **lead**, including, but not limited to:

(1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **lead;**

(2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with **lead;**

(3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **lead;** or

(4) Any claim, **suit** or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **lead.**

We shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving, **lead.**

As used in this exclusion, **lead** includes, but is not limited to the mineral **lead** (chemical element & symbol {lead (Pb)} Atomic number 82) in any form, whether or not the **lead** is:

(1) Pure;

(2) Contained in, or on, or incorporated into, products, goods or materials;

(3) Solid, liquid, gaseous or in fumes; or

(4) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **Bodily injury or Property damage** that is caused by a sudden, abrupt striking by, or impact with, **lead,** which causes an immediate and conspicuous manifestation of physical injury to persons or property.


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# Complete Asbestos Exclusion - CG 70 93 03 19

This insurance does not apply to any injury, damage, liability, loss, cost or expense in whole or in part caused by, resulting from, arising out of, or in any way related to **asbestos**, including, but not limited to:

(1) The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to **asbestos;**

(2) Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connections with **asbestos**;

(3) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of **asbestos**; or

(4) Any claim, **suit** or proceeding for damages becuase of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of **asbestos**.

We shall have no obligation of any kind, including,m but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgements as to any claim, **suit** or proceeding involving or allegedly involving **asbestos**.

As used in this exclusion, **asbestos** includes, but is not limited to the mineral **asbestos** in any form, whether or not the **asbestos** is:

(1) A fiber, particle, or duts;

(2) Contained in, or on, or incorporated into products, goods, or materials; or

(3) Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any **bodily injury** or **property damage** that is caused by a sudden, abrupt striking by, or impact with, **asbestos**, which causes an immediate and conspicuous manifestation of physical injury to persons or property.


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# Exclusion - Intellectual Property - CG 71 59 03 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage**

The policy does not apply to any liability arising out of any actualor alleged infringement, disparagement, defamation, violation, misappropriation, or unfair usage of any form of intellectual property, including but not limited to:

A. Copyright, slogan or title;

B. Patent;

C. Trademark, service mark, collective mark, or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;

D. Trade secret;

E. Trade dress including without limitation, any shape, color, design or appearance used to distinguish the origin of a good, product or service;

F. False designation of the origin of a good, product or service;

G. Advertising ideas, concepts, campaigns, or style of doing business; or

H. Any other intellectual property rights recognized or implied by law.


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# Fungi or Bacteria Exclusion - CG 72 18 04 08

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**Schedule**

**Specified Location (If Applicable)**

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

With respect to the location(s) shown in the above Schedule, the Commercial General Liability Coverage Part is amended as follows.

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

2. Exclusions

This insurance does not apply to:

**Fungi or Bacteria**

a. **Bodily injury or property damage** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

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

2. Exclusions

This insurance does not apply to:

**Fungi or Bacteria**

a. **Personal and advertising injury** which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, **fungi** or bacteria, by any insured or by any other person or entity.


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**C.** The following definition is added to the **Definitions** section:

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

All other terms and conditions of the policy remain unchanged.


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# Personal and Advertising Injury Hazard Redefined - CG 72 75 06 07

Policy Amendment(s) Commercial General Liability Coverage Form

**Your Commercial General Liability Coverage Form is revised as follows:**

SECTION V - DEFINITIONS, 14. **Personal and Advertising Injury,** item c., is replaced by the following:

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 or organization occupies, committed by or on behalf of its owner, landlord or lessor;


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# Emergency First Aid Endorsement- CG 72 86 12 08

Policy Amendment(s) Commercial General Liability Coverage Form

An **employee** at work on the Named Insured's premises will be construed to be acting within the course and scope of their employment while performing emergency first aid upon another person. If that other person is a co-employee, Exclusion E., Employer's Liability, will not apply.

A **volunteer worker** performing duties related to the conduct of your business on the Named Insured's premises will be construed to be acting within the course and scope of such duties while performing emergency first aid upon another person.

The coverage provided by this endorsement will not apply if the **employee or volunteer worker** is a medical professional.

All other terms and conditions remain unchanged.


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# Exclusion - Unmanned Aircraft - CG 73 04 03 19

Policy Amendment(s) Commercial General Liability

**Commercial General Liability Coverage Part**

A. Exclusion 2.g. **Aircraft, Auto Or Watercraft** under **Section** I - **Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

**Unmanned Aircraft**

**Bodily injury or property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft.** Use includes operation and **loading or unloading.**

This **Unmanned Aircraft** 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 that is an **unmanned aircraft.**

**Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

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

This Aircraft (Other Than **Unmanned Aircraft), Auto** or Watercraft 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 (other than **unmanned aircraft), auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This Aircraft (Other Than **Unmanned Aircraft), Auto** or Watercraft 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.**

B. The following exclusion is added to Paragraph 2. **Exclusions of Coverage B - Personal and Advertising Injury Liability:**


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2. Exclusions

This insurance does not apply to:

**Unmanned Aircraft**

**Personal and advertising injury** arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft.** 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 offense which caused the **personal and advertising injury** involved the ownership, maintenance, use or entrustment to others of any aircraft that is an **unmanned aircraft.**

This exclusion does not apply to:

a. The use of another's advertising idea in your **advertisement;** or

b. Infringing upon another's copyright, trade dress or slogan in your **advertisement.**

C. The following definition is added to the **Definitions** section:

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

1. Designed;
2. Manufactured; or
3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.


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# Communicable Disease Coverage Sublimit - Defense Within Limits
# CG 73 26 07 21

Policy Amendment - Commercial General Liability

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

| Per Event Limit | Aggregate Limit |
|---|---|
| | |

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

I. **Exclusion**

Except to the extent coverage is provided in paragraph II below, this insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of the actual or alleged transmission of a communicable disease.

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

A. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

B. Testing for a communicable disease;

C. Failure to prevent the spread of the disease; or

D. Failure to report the disease to authorities.

II. **Coverage**

A. If limits are stated in the Schedule above, the exclusion stated in paragraph I. above will not apply to **bodily injury, property damage, or personal and advertising injury.**

B. With respect to coverage provided by this Endorsement, Paragraph **1.a.(2) Coverages of Section I -Coverage A - Bodily Injury and Property Damage Liability** and paragraph **1.a.(2) Coverages Coverage B - Personal and Advertising Injury Liability** are deleted in their entirety and replaced with the following:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of:

i. Judgments or settlements under Coverage A or B or medical expenses under Coverage C;and

ii. **Defense expense.**

III. **Limits of Insurance**

With respect to any claim or **suit** arising out of the actual or alleged transmission of a communicable disease, **Section** III - **Limits of Insurance** is modified to the extent necessary to provide for the following:

A. The Limits of Insurance shown in the Schedule of this endorsement and the rules below are the most we will pay for coverage afforded under paragraph II above.


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B. The Aggregate Limit is the most we will pay for damages regardless of the number of:

1. Insureds;
2. Claims made or **suits** brought; or
3. Persons or organizations making claims or bringing **suits.**

The Aggregate Limit stated in the Schedule above shall be a part of and not in addition to the General Aggregate Limit stated in the Declarations for the Commercial General Liability Coverage Part.

C. Subject to the Aggregate Limit and the General Aggregate Limit, is the most we will pay under Coverage **A,** Coverage **B.,** and Coverage **C.,** for:

1. The sum of all damages arising out of:
   a. **Bodily injury** arising out of any one **occurrence** or accident;
   b. **Property damage** to any one premises, while rented to you; and
   c. All **personal and advertising injury** sustained by any one person or organization.
2. **Defense expense.**

IV. **New Definitions**

For the purposes of coverage provided by this endorsement, the following definitions are added to **Section V - Definitions:**

**Defense expense** means expenditures we incur and allocate to a specific claim or **suit** for the investigation, administration, or defense of potentially covered claims or **suits** against an insured and/or an indemnitee of the Insured that meets conditions described in paragraph 2.a-f.(2) of the **Supplemental Payments - Coverage A and B** provision. These costs include, but are not limited to, legal fees, court costs, expert witness expense, investigation expense and costs taxed against such insured as described in paragraph 1.a; 1.c; 1.d and 1.e of the **Supplemental Payments - Coverage A and B** provision. However, these costs do not include:

A. The interest payments described in paragraph 1.f. and 1.g. of the **Supplementary Payments - Coverages A and B** provision; and

B. Salary, charges or expenses of our regular employees, other than that portion of our employed attorney's fees, salaries and expenses allocated to a specific claim or **suit.**

V. All other terms and conditions of the policy remain unchanged.


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# Field of Entertainment Exclusion - ENTGL 000 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**I. Exclusion**

The following is added paragraph **2. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability:**

This policy does not apply to **personal and advertising injury** arising directly or indirectly out of:

A. The **media content** of, or creation, advertisement, publication, distribution, exhibition or use, by you or any other person or organization of **entertainment products;**

B. The words or conduct of any person, guest, player or performer in any live or recorded event, including but not limited to, any:

1. Show;
2. Theatrical or non-theatrical performance;
3. Motion picture, television, audio or video production;
4. Computer online service, including social media;
5. Internet or web content;
6. Exhibition; or
7. Media interview;

This exclusion does not apply to the offenses identified in paragraphs a. and c. in the definition of **personal and advertising injury.**

**II. New Definitions**

As used in this endorsement, the following definitions are added to **Section V - Definitions:**

A. **Entertainment products** are defined as any and all programs, productions, performances, films, television programs, recordings, exhibitions, publications, materials and media of any kind, type, or form and in any stage of completion, including, but not limited to:

1. Motion pictures;
2. Documentary, industrial, commercial, educational or training films;
3. Television programs;
4. Webisodes and other such programs streamed over the internet;
5. Radio programs;
6. Theatrical stage plays;
7. Concerts;
8. Scripts, manuscripts, books and articles;
9. Audio, video or digital tapes and recordings of any kind or form;
10. Sheet music and lyrics;
11. Music and musical recordings of any type or form;


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B. **Media content** means the substance of any communication of any kind whatsoever within **entertainment products** or advertising, regardless of the nature or form of such **media content** or the medium by which such **media content** is communicated, including but not limited to language, written word, data, film, digitized content, facts, music, photographs, images, advertisements, artistic expression, or visual or graphic materials.

II. All other terms and conditions remain unchanged.


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# Abuse or Molestation Exclusion - ENTGL 001 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**I. Exclusion**

The insurance provided by this policy does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of, or in any way related to:

A. Any actual, threatened or alleged:

1. Sexual abuse, sexual assault, sexual molestation, sexual harassment, sexual exploitation or sexual misconduct;
2. Physical abuse;
3. Mental abuse, intimidation or harassment; or
4. Molestation.

B. Any actual or alleged failure to:

1. Prevent or deter any of the above; or
2. Report any of the above to the proper authorities or provide or disclose pertinent information to such authorities.

C. Any actual or alleged negligent hiring or supervising of any person(s) who actually or allegedly caused or contributed in any manner to any of the above, including but not limited to negligence in connection with reference check(s), background investigation(s), or failure to suspend or terminate any such person(s).

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# Activities Exclusion - Promoter and Live Events - ENTGL 005 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**SCHEDULE**

| **ACTIVITIES EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)** |
|---|
| |

(Information required to complete this form, if not shown above, will be shown in the Declarations)

**I. Exclusions**

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

A. **Throwing Objects Exclusion**

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of throwing, kicking, or projecting any object by:

1. An insured;
2. Your agents;
3. Any performer or artist performing at your event or concert contracted by you; or
4. Anyone else contracted or expressly or impliedly authorized by you to participate;

during a performance or rehearsal.

B. **Stage Diving / Crowd Surfing Exclusion**

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any performer or audience member:

1. Throwing themselves or another person into the audience; or
2. Placing themselves or another person directly above an audience;

during a performance or rehearsal.

C. **Moshing Exclusion**

This insurance does not apply to **bodily injury, property damage, or personal and advertising injury** arising directly or indirectly out of any style of dance in which participants push or slam into each other.

However, the above exclusions apply only if you have organized, contracted for, endorsed, encouraged or sanctioned such activity.

II. All other terms and conditions remain unchanged.


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# Animal Exclusion - ENTGL 015 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**SCHEDULE**

| **ANIMALS EXCLUDED (Only the Exclusions in this Endorsement that are stated in this Schedule shall apply)** |
|---|
| |

(Information required to complete this form, if not shown above, will be shown in the Declarations)

**I. Exclusions**

The Commercial General Liability Coverage Form CG0001 is modified to include any of the following additional exclusions that are stated in the Schedule above.

A. **Animals Exclusion**

This insurance does not apply to **bodily injury or property damage** arising directly or indirectly out of an animal or animals.

B. **Horse Exclusion**

This insurance does not apply to **bodily injury or property damage** arising directly or indirectly out of a horse or horses.

C. **Specified Animal Exclusion**

This insurance does not apply to **bodily injury or property damage** arising directly or indirectly out of an animal or animals specified in the Schedule above.

II. All other terms and conditions remain unchanged.


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# Errors and Omissions Exclusion - ENTGL 023 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**I. Exclusion**

This insurance provided by this policy does not extend to any claim or **suit** arising directly or indirectly out of or in any way related to any liability for errors and omissions, including but not limited to:

A. Radio, television and motion picture producers' errors and omissions liability;

B. Advertisers' errors and omissions liability;

C. Broadcasters' errors and omissions liability;

D. Publishers' errors and omissions liability;

E. Loss arising from any publication or literature including any musical material conducted or composed, by or on behalf of the named insured; or

F. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

II. All other terms and conditions remain unchanged.


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# Exclusion - Motorized Events - ENTGL 026 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

**I. Exclusion**

The insurance provided by this policy does not extend to any motorized events.

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# Exclusion - Pyrotechnics and Explosives - ENTGL 027 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

I. **Exclusion**

This insurance does not apply to **bodily injury, property damage or personal and advertising injury** arising directly or indirectly out of fireworks, pyrotechnic devices, or any explosive materials.

II. All other terms and conditions remain unchanged.


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# Exclusion - Participant or Performer - ENTGL 039 01 19

Policy Amendment(s) Commercial General Liability

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**

I. **Exclusion**

This insurance does not apply to **bodily injury** to any person arising directly or indirectly out of, or in any way related to such **participant** taking part in:

A. The instructing or supervising;

B. Trying out for;

C. Training or practicing for;

D. Rehearsing for; or

E. Participating in,

any production, exhibition, performance, sport, event, contest or athletic activity that you organize, produce, promote or sponsor.

II. **New Definition**

For the purposes of coverage provided by this Endorsement, **Section V - Definitions** is amended to include the following:

**Participant** means individuals that:

A. Are actually taking part in;

B. Are running or controlling;

C. Are acting in the capacity of medical and security personnel for;

D. Have clearly defined duties directly assigned to them in;

any production, exhibition, performance, sport, event, contest or activity described in paragraph I. above.

III. All other terms and conditions remain unchanged.


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# Exclusion - Cyber Event - ENTIL 004 01 19

Policy Amendment

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage Part**
**Umbrella Coverage Part**
**Excess Liability Coverage Part**

**I. Exclusion**

The insurance provided by this policy does not cover any loss, damage, fees, costs, charges, expenses and/or liability arising directly or indirectly out of, or in any way related to any **cyber event.**

**II. New Definition**

A. **Cyber Event** means any:

1. Damage to, loss, destruction, corruption, theft, unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, disposal or loss of operational control of data. Data includes but is not limited to, personal information in any form;
2. Loss, theft or unauthorized disclosure of personal information (personal data) or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing);
3. Unauthorized access to or use of any personal information (personal data) or confidential information other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) occurring in the **company's computer system;**
4. Non-physical and technological failure of computer system security or other technological security measures aimed at protecting data in any format;
5. Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **company's computer system;** and/or
6. Breach of laws and regulations pertaining to privacy and resulting from items 1., 2., 3., 4., and 5., above.

B. **Company's computer system** means a computer system leased, owned or operated by or which is made available or accessible to the insured company for the purpose of storing and processing the insured company's electronic data or software.

III. All other terms and conditions remain unchanged.


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# Exclusion - Collapse of Temporary Structure - 600008STEP 09 12

Policy Amendment(s) Commercial General 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 - Coverages, Coverage A Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverages, Coverage B Personal and Advertising Injury Liability:

This insurance does not apply to BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY or medical expense arising out of the collapse of any TEMPORARY STRUCTURE.

As used in this exclusion, TEMPORARY STRUCTURE means any grandstand, tent, bleacher, stage, or any other structure that is erected for a specified or limited period of time.

This exclusion does not apply if Collapse of Temporary Structure Liability Coverage is shown as "Covered" on the Memorandum of Insurance and a premium has been paid.

This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.


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**COMMERCIAL GENERAL LIABILITY**
**CG 00 33 0413**

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

# LIQUOR 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 - LIQUOR LIABILITY COVERAGE

### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" 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.

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

b. This insurance applies to "injury" only if:

**(1)** The "injury" occurs during the policy period in the "coverage territory"; and

**(2)** 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 "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" 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 "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" 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 "injury" or claim:

**(1)** Reports all, or any part, of the "injury" to us or any other insurer;

**(2)** Receives a written or verbal demand or claim for damages because of the "injury"; or

**(3)** Becomes aware by any other means that "injury" has occurred or has begun to occur.

### 2. Exclusions

This insurance does not apply to:

**a. Expected Or Intended Injury**

"Injury" 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.


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**b. Workers' Compensation And Similar Laws**

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

**c. 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".

**d. Liquor License Not In Effect**

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

**e. Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees 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.

**f. Other Insurance**

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

**g. War**

"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.

**SUPPLEMENTARY PAYMENTS**

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

1. All expenses we incur.
2. 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.
3. 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.
4. 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.
5. 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.


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**6.** 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.

**7.** Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

**SECTION** II - **WHO IS AN INSURED**

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

**a.** An individual, you and your spouse are insureds.

**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 "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" is an insured for:

(1) "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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above; or

**(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 **(a)** or **(b)** above.

(2) "Property damage" to property:

**(a)** Owned or occupied by; or

**(b)** Rented or loaned;

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

**b.** 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.

**c.** 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; and

b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.


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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 Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to 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 - LIQUOR 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 Injury, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "injury" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any "injury".
   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" 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.


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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 this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

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 b. below.

**b. 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.


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## SECTION V - DEFINITIONS

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

2. "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" 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" arises out of:

      (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or

      (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;

      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.

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

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

5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.

6. "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".

7. "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.

8. "Suit" means a civil proceeding in which damages because of "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.

9. '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.

10. "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


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(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.


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

# EXCLUSION – ALL HAZARDS IN CONNECTION WITH DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Description And Location Of Premises:** |
| --- |
| Refer to Memorandum |

(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 **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**:**

**1.** The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises;

**2.** Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or

**3.** Goods or products manufactured at or distributed from those premises.

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**COMMERCIAL GENERAL LIABILITY**
**CG 22 30 07 98**

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

# EXCLUSION - CORPORAL PUNISHMENT

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" to your student arising out of any corporal punishment administered by or at the direction of any insured.


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# Other Insurance Amendment Endorsement - CG 70 89 03 19

Policy Amendment General Liability

Your policy is amended as follows:

A. Under Section IV-Commercial General Liability Conditions:

(1) Condtition 4. is amended by changing the entire condition as follows:

4. Other Insurance

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

This insurance is excess over any other liability insurance available to any insured.

As this insurance is excess, we will have no duty under Coverage A or B to defend any claim or suit that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all other insurers.

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

Coverages A & B are not excess to any excess insurance any insured bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.


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# BUSINESS AUTO

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# BUSINESS AUTO COVERAGE SECTION - DECLARATIONS

Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

**Audit Period**

**Annual**

**Business Auto Coverage Form (CA 00 0110 13)**

Schedule of Coverage

| Coverages | Covered Auto Symbols | Limit of Insurance |
|---|---|---|
| **Liability** | **8,9** | $ Refer to Memorandum |
| Uninsured Motorist-Vermont | **10** | $ Refer to Memorandum |
| Uninsured Motorist-Louisiana | **10** | $ Refer to Memorandum |
| Uninsured Motorist-Indiana | **10** | $ Refer to Memorandum |
| Uninsured Motorist-Illinois | **10** | $ Refer to Memorandum |
| Uninsured Motorist-Arizona | **10** | $ Refer to Memorandum |
| Underinsured Motorist-Arizona | **10** | $ Refer to Memorandum |

**Endorsements**

**Illinois Uninsured Motorists Coverage (CA 21 30 01 15)**

| Schedule | |
|---|---|
| Each Accident | $ Refer to Memorandum |

**Arizona Uninsured Motorists Coverage (CA 21 39 10 13)**

| Schedule | |
|---|---|
| Each Accident | $ Refer to Memorandum |

**Arizona Underinsured Motorists Coverage (CA 21 40 10 13)**

| Schedule | |
|---|---|
| Each Accident | $ Refer to Memorandum |

**Indiana Uninsured Motorists Coverage (CA 214412 15)**

| Schedule | |
|---|---|
| Bodily Injury: Each Accident | $ Refer to Memorandum |
| Section C Exclusions applies in its entirety | |

**Louisiana Uninsured Motorists Coverage - Bodily Injury (CA 214810 13)**

| **Schedule** | |
|---|---|
| **Each Accident** | $ Refer to Memorandum |

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**Vermont Uninsured Motorists Coverage (CA 21 63 10 16)**

| Schedule | |
|---|---|
| Bodily Injury: Each Accident | $ Refer to Memorandum |
| Property Damage: Each Accident | $ Refer to Memorandum |

**Covered Auto Designation Symbol (CA 99 54 10 13)**

| Symbol | Description of Covered Auto Designation Symbols | |
|---|---|---|
| For use with the Business Auto Coverage Form | | |
| 10 | = | Uninsured / Underinsured Motorist |

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**COMMERCIAL AUTO**
**CA 00 0110 13**

# BUSINESS AUTO 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. The words "we", "us" and "our" refer to the company providing this insurance.

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

## SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

### A. Description Of Covered Auto Designation Symbols

| Symbol | Description Of Covered Auto Designation Symbols | |
|---|---|---|
| **1** | Any "Auto" | |
| **2** | Owned "Autos" Only | Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins. |
| **3** | Owned Private Passenger "Autos" Only | Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins. |
| **4** | Owned "Autos" Other Than Private Passenger "Autos" Only | Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins. |
| **5** | Owned "Autos" Subject To No-fault | Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged. |
| **6** | Owned "Autos" Subject To A Compulsory Uninsured Motorists Law | Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement. |
| **7** | Specifically Described "Autos" | Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three). |
| **8** | Hired "Autos" Only | Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households. |
| **9** | Non-owned in "Autos" Only | Only those "autos" you do not own, lease, hire, rent or borrow that are used connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs. |


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| | | |
|---|---|---|
| **19** | Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only | Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged. |

**B. Owned Autos You Acquire After The Policy Begins**

**1.** If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.

**2.** But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:

**a.** We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and

**b.** You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

**1.** "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.

**2.** "Mobile equipment" while being carried or towed by a covered "auto".

**3.** Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

**a.** Breakdown;

**b.** Repair;

**c.** Servicing;

**d.** "Loss"; or

**e.** Destruction.

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.


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**1. Who Is An Insured**

The following are "insureds":

a. You for any covered "auto".

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

**(1)** The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

**(2)** Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

**(3)** Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

**(4)** Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

**(5)** A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

**2. Coverage Extensions**

**a. Supplementary Payments**

We will pay for the "insured":

**(1)** All expenses we incur.

**(2)** Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**(3)** The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $250 a day because of time off from work.

**(5)** All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

**(6)** All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

**b. Out-of-state Coverage Extensions**

While a covered "auto" is away from the state where it is licensed, we will:

**(1)** Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

**(2)** Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.


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**B. Exclusions**

This insurance does not apply to any of the following:

**1. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

**2. Contractual**

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

**a.** 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; or

**b.** That the "insured" would have in the absence of the contract or agreement.

**3. Workers' Compensation**

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

**4. Employee Indemnification And Employer's Liability**

"Bodily injury" to:

**a.** An "employee" of the "insured" arising out of and in the course of:

**(1)** Employment by the "insured"; or

**(2)** Performing the duties related to the conduct of the "insured's" business; or

**b.** The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above. This exclusion applies:

**(1)** Whether the "insured" may be liable as an employer or in any other capacity; and

**(2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to:

**a.** Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

**b.** The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

**a.** Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

**b.** After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".


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**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

**9. Operations**

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

**a.** Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or

**b.** Machinery or equipment that is on, 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.

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph **a. or b.** above.

Your work will be deemed completed at the earliest of the following times:

**(1)** When all of the work called for in your contract has been completed;

**(2)** When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or

**(3)** 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.

**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

**(1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

**(2)** Otherwise in the course of transit by or on behalf of the "insured"; or

**(3)** Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

**(1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

**(2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".


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Paragraphs **b.** and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if: **(a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

**(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**12. War**

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

a. War, including undeclared or civil war;

b. 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

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

**13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

**C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

**SECTION III - PHYSICAL DAMAGE COVERAGE**

**A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

**a. Comprehensive Coverage**

From any cause except:

**(1)** The covered "auto's" collision with another object; or

**(2)** The covered "auto's" overturn.

**b. Specified Causes Of Loss Coverage**

Caused by:

**(1)** Fire, lightning or explosion;

**(2)** Theft;

**(3)** Windstorm, hail or earthquake;

**(4)** Flood;

**(5)** Mischief or vandalism; or

**(6)** The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".


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**c. Collision Coverage**

Caused by:

**(1)** The covered "auto's" collision with another object; or

**(2)** The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

**a. Transportation Expenses**

We will pay up to $20 per day, to a maximum of $600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

**b. Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

**(1)** Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

**(2)** Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

**(3)** Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $20 per day, to a maximum of $600.

**B. Exclusions**

**1.** We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

**a. Nuclear Hazard**

**(1)** The explosion of any weapon employing atomic fission or fusion; or

**(2)** Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

**(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


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

**2.** We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

**3.** We will not pay for "loss" due and confined to:

**a.** Wear and tear, freezing, mechanical or electrical breakdown.

**b.** Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

**4.** We will not pay for "loss" to any of the following:

**a.** Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

**b.** Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

**c.** Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

**d.** Any accessories used with the electronic equipment described in Paragraph c. above.

**5.** Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

**a.** Permanently installed in or upon the covered "auto";

**b.** Removable from a housing unit which is permanently installed in or upon the covered "auto";

**c.** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above;or

**d.** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

**6.** We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limits Of Insurance**

**1.** The most we will pay for:

**a.** "Loss" to any one covered "auto" is the lesser of:

**(1)** The actual cash value of the damaged or stolen property as of the time of the "loss"; or

**(2)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

**b.** All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is $1,000, if, at the time of "loss", such electronic equipment is:

**(1)** Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

**(2)** Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or

**(3)** An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

**2.** An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

**3.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**Cl. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.


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## SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

**a.** Pay its chosen appraiser; and

**b.** Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

**a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:

**(1)** How, when and where the "accident" or "loss" occurred;

**(2)** The "insured's" name and address; and

**(3)** To the extent possible, the names and addresses of any injured persons and witnesses.

**b.** Additionally, you and any other involved "insured" must:

**(1)** Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

**(2)** Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

**(3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

**(4)** Authorize us to obtain medical records or other pertinent information.

**(5)** Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

**c.** If there is "loss" to a covered "auto" or its equipment, you must also do the following:

**(1)** Promptly notify the police if the covered "auto" or any of its equipment is stolen.

**(2)** Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

**(3)** Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

**(4)** Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

**a.** There has been full compliance with all the terms of this Coverage Form; and

**b.** Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment - Physical Damage Coverages**

At our option, we may:

**a.** Pay for, repair or replace damaged or stolen property;


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**b.** Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

**c.** Take all or any part of the damaged or stolen property at an agreed or appraised value. If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

**(1)** Excess while it is connected to a motor vehicle you do not own; or

**(2)** Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.


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**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the policy period shown in the Declarations; and

b. Within the coverage territory.

The coverage territory is:

**(1)** The United States of America;

**(2)** The territories and possessions of the United States of America;

**(3)** Puerto Rico;

**(4)** Canada; and

**(5)** Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

**1.** A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

**2.** 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".

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

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

**1.** Any 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


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**2.** Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

**a.** That are, or that are contained in any property that is:

**(1)** Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";

**(2)** Otherwise in the course of transit by or on behalf of the "insured"; or

**(3)** Being stored, disposed of, treated or processed in or upon the covered "auto";

**b.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

**c.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

**(1)** The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

**(2)** The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

**(a)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

**(b)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

**F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

**G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

**H.** "Insured contract" means:

**1.** A lease of premises;

**2.** A sidetrack agreement;

**3.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

**4.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

**5.** 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or


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**6.** That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

**a.** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

**b.** That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

**c.** That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

I. "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".

J. "Loss" means direct and accidental loss or damage.

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

**1.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

**2.** Vehicles maintained for use solely on or next to premises you own or rent;

**3.** Vehicles that travel on crawler treads;

**4.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

**a.** Power cranes, shovels, loaders, diggers or drills; or

**b.** Road construction or resurfacing equipment such as graders, scrapers or rollers;

**5.** Vehicles not described in Paragraph **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

**a.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

**b.** Cherry pickers and similar devices used to raise or lower workers; or

**6.** Vehicles not described in Paragraph **1., 2., 3.** or **4.** 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":

**a.** Equipment designed primarily for:

**(1)** Snow removal;

**(2)** Road maintenance, but not construction or resurfacing; or

**(3)** Street cleaning;

**b.** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

**c.** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include 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".

**L.** "Pollutants" 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.


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**M.** "Property damage" means damage to or loss of use of tangible property.

**N.** "Suit" means a civil proceeding in which:

**1.** Damages because of "bodily injury" or "property damage"; or

**2.** A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" 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 or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

**O.** "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.

P. "Trailer" includes semitrailer.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA 99 5410 13**

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

# COVERED AUTO DESIGNATION SYMBOL

This endorsement modifies insurance provided under the following:
AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**Section** I - **Covered Autos** in the Business Auto and Motor Carrier Coverage Forms and **Section** I - **Covered Autos Coverages** in the Auto Dealers Coverage Form are amended by adding the following:

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols may be used (in addition to the numerical symbols described in the Coverage Form) to describe the "autos" that may be covered "autos". The entry of one of these symbols next to a coverage on the Declarations will designate the only "autos" that are covered "autos".

| Symbol | | Description Of Covered Auto Designation Symbols |
|---|---|---|
| | | For use with the Business Auto Coverage Form |
| **10** | = | |
| | | For use with the Auto Dealers Coverage Form |
| **32** | = | |

| Symbol | | Description Of Covered Auto Designation Symbols |
|---|---|---|
| | | For use with the Motor Carrier Coverage Form |
| **72** | = | |
| **73** | = | |


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# Policyholder Message - Silica Particles Exclusion - 386396 05 04

THIS MESSAGE IS INTENDED TO ALERT YOU OF CHANGES TO YOUR POLICY. THIS MESSAGE DOES NOT REPLACE ANY PROVISION OF YOUR POLICY OR ANY ENDORSEMENT TO YOUR POLICY. PLEASE REVIEW YOUR POLICY AND THE ENDORSEMENTS FOR COMPLETE COVERAGE INFORMATION.

**Silica Particles Exclusion**

Your policy contains a silica particles exclusion.

If you have any questions, please contact your Allianz Global Risks US Companies® insurance representative.


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**COMMERCIAL GENERAL LIABILITY**
**CG 32 34 01 05**

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

# CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:
Spouse or registered domestic partner under California law.


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**IL 02 70 0912**

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

# CALIFORNIA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraphs **2.** and **3.** of the **Cancellation** Common Policy Condition are replaced by the following:

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

**(1)** Nonpayment of premium; or

**(2)** Discovery of fraud by:

**(a)** Any insured or his or her representative in obtaining this insurance; or

**(b)** You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

**(1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

**(2)** Discovery of fraud or material misrepresentation by:

**(a)** Any insured or his or her representative in obtaining this insurance; or

**(b)** You or your representative in pursuing a claim under this policy.

**(3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

**(4)** Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.


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**(5)** Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

**(6)** A determination by the Commissioner of Insurance that the:

**(a)** Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

**(b)** Continuation of the policy coverage would:

**(i)** Place us in violation of California law or the laws of the state where we are domiciled; or

**(ii)** Threaten our solvency.

**(7)** A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

**b.** We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

**(1)** 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

**(2)** 30 days before the effective date of cancellation ifwe cancel for any other reason listed in Paragraph **3.a.**

**B.** The following provision is added to the **Cancellation** Common Policy Condition:

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

**a.** If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in **b.** and **c.** below.

**b.** We may not cancel this policy solely because the first Named Insured has:

**(1)** Accepted an offer of earthquake coverage; or

**(2)** Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

**c.** We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction **(c.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

**(1)** Commercial Property Coverage Part - Causes Of Loss - Special Form; or

**(2)** Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

**C.** The following is added and supersedes any provisions to the contrary:

**Non renewal**

**1.** Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.


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We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part - Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

**a.** We may elect not to renew such coverage for any reason, except as provided in **b., c.** and **d.** below.

**b.** We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

**(1)** The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

**(2)** The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

**(3)** We have:

**(a)** Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or

**(b)** Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

**c.** We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.

**d.** We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction **(d.)** applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

**(1)** Commercial Property Coverage Part - Causes Of Loss - Special Form; or

**(2)** Farm Coverage Part - Causes Of Loss Form - Farm Property, Paragraph **D.** Covered Causes Of Loss - Special.

**3.** We are not required to send notice of nonrenewal in the following situations:

**a.** If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

**b.** If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1.**

**c.** If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

**d.** If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.


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**e.** If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

**f.** If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1.,** to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.


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# Silica Particles Exclusion -California -145917CA 03 19

Policy Amendment

**This endorsement modifies insurance provided under the following:**

**Commercial General Liability Coverage**
**Liquor Liability Coverage**
**Owners and Contractors Protective Liability Coverage**
**Pollution Liability Coverage**
**Products/Completed Operations Liability Coverage**
**Railroad Protective Liability Coverage**
**Underground Storage Tank Liability Coverage**
**Farm Liability Coverage**
**American Business Coverage (Section II)**
**Garage Coverage (Section II)**

The following exclusion is added:

This insurance does not apply to any claim or liability arising, in whole or in part, directly or indirectly out of, or which is in any way related to, **Silica.**

As used in this exclusion, the term **Silica** includes, but is not limited to, the actual or threatened exposure to, inhalation of or contact with, silicon dioxide, silica, silica products, silica fibers, silica dust, any other silica by products, and silica, whether alone or in combination with any substance, product or material.

Without limiting the foregoing, this exclusion applies to every injury, damage, loss, cost or expense otherwise covered by this policy, if any.


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**COMMERCIAL AUTO**
**CA 01430517**

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

# CALIFORNIA CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, California, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following are added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form and supersede any provisions to the contrary:

**1.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

**a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and

**b.** The other provides coverage to a person not engaged in that business; and

**c.** At the time of an "accident", a person described in Paragraph **1.b.** is operating an "auto" owned by the business described in Paragraph **1.a.,** then that person's liability coverage is primary and the Coverage Form issued to a business described in Paragraph **1.a.** is excess over any coverage available to that person.

**2.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:

**a.** One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing or road-testing "autos"; and

**b.** The other provides coverage to a person not engaged in that business; and

**c.** At the time of an "accident", an "insured" under the Coverage Form described in Paragraph **2.a.** is operating an "auto" owned by a person described in Paragraph **2.b.,** then the Coverage Form issued to the business described in Paragraph **2.a.** is primary and the liability coverage issued to a person described in Paragraph **2.b.** is excess over any coverage available to the business.

**3.** When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a "commercial vehicle" and:

**a.** One provides coverage to a Named Insured, who in the course of business, rents or leases "commercial vehicles" without operators; and

**b.** The other provides coverage to a person other than as described in Paragraph **3.a.;** and

**c.** At the time of an "accident", a person who is not the Named Insured of the Policy described in Paragraph **3.a.,** and who is not the agent or "employee" of such Named Insured, is operating a "commercial vehicle" provided by the business covered by the Coverage Form or policy described in Paragraph **3.a.,** then the liability coverage provided by the Coverage Form or policy described in Paragraph **3.b.** is primary, and the liability coverage provided by the Coverage Form or policy described in Paragraph **3.a.** is excess over any coverage available to that person.

**4.** Notwithstanding Paragraph **A.3.,** when this Coverage Form and any other Coverage Form or policy providing liability coverage apply to a power unit and any connected "trailer" or "trailers" and:

**a.** One provides coverage to a Named Insured engaged in the business of transporting property by "auto" for hire; and


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**b.** The other provides coverage to a Named Insured not engaged in that business; and

**c.** At the time of an "accident", a power unit is being operated by a person insured under the Coverage Form or policy described in Paragraph **4.a.,** then that Coverage Form or policy is primary for both the power unit and any connected "trailer" or "trailers" and the Coverage Form or policy described in Paragraph **4.b.** is excess over any other coverage available to such power unit and attached "trailer" or "trailers".

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

"Commercial vehicle" means an "auto" subject to registration or identification under California law which is:

1. Used or maintained for the transportation of persons for hire, compensation or profit;
2. Designed, used or maintained primarily for the transportation of property; or
3. Leased for a period of six months or more.


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# Explanation of Premium Basis - CA 70 03 10 01

Policy Amendment

**This Endorsement modifies insurance provided under the:**
**Business Auto Coverage Form**
**Garage Coverage Form**

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A. Cost of Hire

Cost of hire means the total amount you incur for the hire of **autos** you don't own (not including **autos** you borrow or rent from your partners or **employees** or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

B. For Public Autos

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

1. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
2. Advertising Revenue.
3. Taxes which you collect as a separate item and remit directly to a governmental division.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

C. For Rental or Leasing Concerns

Gross receipts means the total amount to which you are entitled for the leasing or rental of **autos** during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the **autos** you leased or rented to others during the policy period.

All other terms and conditions of the policy remain unchanged.


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# Policyholder Message - 385522 07 17

**Indiana Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection/Rejection**

**Named Insured: Refer to Memorandum** **Policy Number: Refer to Memorandum**

Indiana law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

**Uninsured Motorists Coverage and Underinsured Motorists Coverage**

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident.

Bodily Injury Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Unless rejected, your policy will afford:

1. Bodily Injury Uninsured Motorists Coverage at limits equal to your Combined Single Limit for Liability Coverage.
2. Bodily Injury Underinsured Motorists Coverage at limits equal to your Combined Single Limit for Liability Coverage.

If you purchase Bodily Injury Uninsured Motorists Coverage then you may also purchase Property Damage Uninsured Motorists Coverage, or you may reject such coverage.

Please indicate your choices in Sections I. AND II. as follows:

I. **Uninsured Motorists Coverage**

Please indicate your choice from either A., B. or C. as follows:

A. **Selection of Bodily Injury and Property Damage Uninsured Motorists Coverage**

By initialing and signing below, you are selecting Bodily Injury AND Property Damage Uninsured Motorists Coverage.

Please indicate your choice by initialing next to the appropriate item in 1. and signing where indicated.


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1. **Combined Single**

**Limit (Initials)**

_____ **I select Bodily Injury and Property Damage Uninsured Motorists Coverage at a limit equal to my Combined Single Limit for Liability Coverage.**

**Signature of Applicant/Named Insured** _____ **Date** ____ _

**OR**

B. **Rejection of Property Damage Uninsured Motorists Coverage and Selection of ONLY Bodily Injury Uninsured Motorists Coverage**

By initialing and signing below, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

**(Initials)**

_____ **I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to my Combined Single Limit for Liability Coverage.**

**Signature of Applicant/Named Insured** _____ **Date** ____ _

**OR**

**C. Rejection of BOTH Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage**

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage and their entirety.

**(Initials)**

_____ **I reject Both Bodily Injury Uninured Motorists Coverage AND Property Damage UninsuredMotorists Coverage and select ONLY Bodily Injury.**

**Signature of Applicant/Named Insured** _____ **Date** ____ _

II. **Underinsured Motorists Coverage**

Please indicate your choice in Section A. or B.:

A. **Selection of Bodily Injury Uninsured Motorists Coverage**

By initialing and signing below, you are selecting Bodily Injury Underinsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item in 1. and signing where indicated.

1. **Combined Single Limit**

**(Initials)**

_____ **I select Bodily Injury Underinsured Motorists Coverage at a limit equal to my Combined Single Limit for Liability Coverage.**

**Signature of Applicant/Named Insured** _____ **Date** ____ _

**OR**


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B. **Rejection of Bodily Injury Underinsured Motorists Coverage**

By initialing and signing below, you are rejecting Bodily Injury Underinsured Motorists Coverage in connection with your automobile liability policy in its entirety.

**(Initials)**

**_____ I reject Bodily Injury Underinsured Motorists Coverage.**

**Signature of Applicant/Named Insured _____ Date _____**


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA21441215**

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

# INDIANA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Indiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | | |
|---|---|---|
| **"Bodily Injury":** | **$** | **Each "Accident"** |
| **"Bodily Injury" And "Property Damage":** | **$** | **Each "Accident"** |
| **Section C - Exclusions** applies in its entirety unless an "X" is entered below: | | |
| ☐ If an "X" is entered in this box, Exclusion **8.** does not apply. | | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

**A. Coverage**

**1.** We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damage must result from:

a. "Bodily injury" sustained by the "insured" and caused by an "accident" with an "uninsured motor vehicle"; or

b. "Property damage" caused by an "accident" with an "uninsured motor vehicle" if the Schedule or Declarations indicates that both "bodily injury" and "property damage" Uninsured Motorists Insurance apply.

The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

**1.** An individual, then the following are "insureds":

a. The Named Insured and any "family members".

b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.


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**c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

c. The Named Insured for "property damage" only.

**C. Exclusions**

This insurance does not apply to:

**1.** Any claim settled without our consent.

**2.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

**3.** The direct or indirect benefit of any insurer of property.

**4.** "Bodily injury" if sustained by:

**a.** An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" under this Coverage Form; or

**b.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured on a primary basis under any other Coverage Form or policy.

**5.** "Property damage" to an "auto" or to property contained in an "auto" owned by the Named Insured which is not a covered "auto".

**6.** Any "insured" using a vehicle without a reasonable belief that the "insured" is entitled to do so.

**7.** "Property damage" for which the "insured" has been or is entitled to be compensated by other property or physical damage insurance.

**8.** The first $300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident". This exclusion does not apply if the Named Insured's covered "auto" is legally parked and unoccupied when involved in an "accident" with an "uninsured motor vehicle".

**9.** "Property damage" caused by a hit-and-run vehicle.

**10.** Punitive or exemplary damages.

**11.** "Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. 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

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

**12.** "Noneconomic loss" sustained by any "insured" if such "insured" is an uninsured motorist with a previous violation as defined in Indiana Code Section 27-7-5.1.
However, Exclusion **C.12.** does not apply to an "insured" under 18 years of age.

**Cl. Limit Of Insurance**

**1.** Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in this endorsement.

**2.** The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.


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3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
   We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.
4. We will not pay for a loss which is paid or payable under Physical Damage Coverage.
5. No "insured" shall recover duplicate payments for the same elements of loss or payments in excess of damages sustained.

**E. Changes In Conditions**

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage, the following priorities of coverage apply:

| | |
|---|---|
| **First Priority** | The Uninsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident". |
| **Second Priority** | Any other Coverage Form or policy affording Uninsured Motorists Coverage to the "insured". |

   a. The Limit of Insurance under the vehicle the "insured" was "occupying" under the Coverage Form or policy in the first priority shall first be exhausted.
   b. The maximum recovery for damages under all Coverage Forms or policies may equal but shall not exceed the highest applicable limit of any one vehicle under any insurance providing coverage on either a first or second priority basis.
   c. We will pay only our share of the "loss". Our share is the proportion that our limit of liability bears to the total of all limits applicable to the same level of priority.

2. **The Legal Action Against Us** provision is replaced by the following:

   **Legal Action Against Us**

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
   b. Any legal action against us under this Coverage Form must be brought within two years after the date of the "accident". However, this Paragraph **2.b.** does not apply to an "insured" if, within two years after the date of the "accident", we and the "insured" agree to arbitration in accordance with this endorsement.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

   a. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
   b. If we make a payment because the insurer of the "uninsured motor vehicle" is or becomes insolvent, the **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to any rights of recovery against:
      **(1)** The Indiana Guaranty Fund; or
      **(2)** The "insured" of the insolvent insurer, except in amounts that exceed the limit of liability of the Coverage Form or policy that was issued by that insolvent insurer.


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4. The following condition is added:

**Arbitration**

**a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that is recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

**b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding as to:

**(1)** Whether the "insured" is legally entitled to recover damages; and

**(2)** The amount of damages. This applies only if the amount does not exceed the minimum limit for liability specified by the financial responsibility law of Indiana. If the amount exceeds that limit, either party may demand the right to a trial. This demand must be made within 60 days of the arbitrators' decision. If this demand is not made, the amount of damages agreed to by the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

**1.** "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

**2.** "Noneconomic loss" means costs for physical and emotional pain and suffering, physical impairment, emotional distress, mental anguish, loss of enjoyment, loss of companionship, services and consortium, and any other noneconomic damages.

**3.** "Occupying" means in, upon, getting in, on, out or off.

**4.** "Property damage" means damage to a covered "auto" or to property owned by the Named Insured or, if the Named Insured is an individual, a "family member" while contained in a covered "auto". However, "property damage" does not include loss of use of damaged or destroyed property. This definition replaces the definition in the Policy.

**5.** "Uninsured motor vehicle" means a land motor vehicle or "trailer":

**a.** For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the financial responsibility law of Indiana; or

**b.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or

**c.** Which is a hit-and-run vehicle and neither the driver nor owner can be identified. A hit-and-run vehicle is one that causes "bodily injury" to an "insured" by hitting the "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

**a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

**b.** Owned by a governmental unit or agency; or

**c.** Designed for use mainly off public roads while not on public roads.


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# Policyholder Message - 385541 03 12

**Arizona Uninsured Motorists Coverage and Underinsured Motorists Coverage Selection/Rejection**

**Named Insured:** Refer to Memorandum **Policy Number:** Refer to Memorandum

Arizona law permits you to make certain decisions regarding **UN** insured Motorists Coverage and **UNDER** insured Motorists Coverage. This document describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding **UN** insured Motorists Coverage or **UNDER** insured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages your policy provides.

**DO NOT SIGN UNTIL YOU READ**

You have a legal right to purchase **both UN** insured and **UNDER** insured Motorist coverages with the proposed automobile liability policy. **THESE COVERAGES PROTECT YOU, YOUR FAMILY AND YOUR PASSENGERS. LIABILITY COVERAGE DOES NOT IN MOST CASES.**

**UN** insured motorist insurance provides protection for bodily injuries caused by a negligent motorist who has no insurance. **UNDER** insured motorist coverage provides protection if the negligent motorist does not have enough liability insurance to pay for the injuries caused. For a more detailed explanation of these coverages, refer to your policy. Your policy provides **UN** insured/ **UNDER** insured coverage in the same amount as the policy's Bodily Injury Liability Limit, unless you select a lower amount or no coverage, as stated in this notice.

You have a right to purchase both **UN** insured Motorist coverage and **UNDER** insured Motorist coverage in any amount from $30,000 single limit up to your policy's bodily injury liability limit, or you may reject the coverage entirely. Neither limit may exceed your liability coverage limits for Bodily Injury.

A. **Mandatory Offer Of UNinsured Motorists Coverage**

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

**Premium**

1. **Selection Of UNinsured Motorists Coverage**

$ (See chart)

**(Initials)**

____ **I select UNinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.**


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**Premium Tables**

| Combined Single Limit | Private Passenger Types | | Other than Private Passenger Types | |
|---|---|---|---|---|
| | Individuals or Married Couple | Other than Individual or Married Couple | Individuals or Married Couple | Other than Individual or Married Couple |
| **$ 30,000** | **$ 18** | **$ 15** | **$ 13** | $ **15** |
| **40,000** | **19** | **17** | **14** | **16** |
| **50,000** | **21** | **19** | **15** | **17** |
| **100,000** | **25** | **23** | **19** | **21** |
| **200,000** | **30** | **28** | **23** | **25** |
| **250,000** | **32** | **30** | **24** | **26** |
| **300,000** | **33** | **31** | **25** | **27** |
| **350,000** | **34** | **32** | **26** | **28** |
| **500,000** | **36** | **34** | **28** | **30** |
| **1,000,000** | **40** | **38** | **31** | **33** |

2. **Rejection Of UNinsured Motorist Coverage**

**(Initials)**

**____ I reject UNinsured Motorists Coverage.**

3. **Rejection Of UNinsured Motorists Coverage At Limits Equal To Liability Coverage Limits**

**(Initials)**

**____ I reject UN insured Motorists Coverage at limits equal to the limits of my Liability and I select the following lower limit:**

**Coverage**

**Premium Tables**

| (Choose one): Combined Single Limit | Private Passenger Types | | Other than Private Passenger Types | |
|---|---|---|---|---|
| (Initials) | Individuals or Married Couple | Other than Individual or Married Couple | Individuals or Married Couple | Other than Individual or Married Couple |
| _____ **$ 30,000** | **$ 18** | **$ 15** | **$ 13** | $ **15** |
| _____ **40,000** | **19** | **17** | **14** | **16** |
| _____ **50,000** | **21** | **19** | **15** | **17** |
| _____ **100,000** | **25** | **23** | **19** | **21** |
| _____ **200,000** | **30** | **28** | **23** | **25** |
| _____ **250,000** | **32** | **30** | **24** | **26** |
| _____ **300,000** | **33** | **31** | **25** | **27** |
| _____ **350,000** | **34** | **32** | **26** | **28** |
| _____ **500,000** | **36** | **34** | **28** | **30** |
| _____ **1,000,000** | **40** | **38** | **31** | **33** |

**(Other)**

B. **Mandatory Offer Of UNDERinsured Motorists Coverage**

Please indicate a choice from either 1., 2., or 3. below by initialing next to the appropriate item.

1. **Selection Of UNDERinsured Motorists Coverage**

**(Initials)**

**Premium**

**____ I select UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage.** $ (See chart)


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**Premium Tables**

| **Combined Single Limit** | Private Passenger Types | Other than Private Passenger Types |
|---|---|---|
| **$ 30,000** | **$ 16** | **$ 10** |
| **40,000** | **20** | **13** |
| **50,000** | **24** | **15** |
| **100,000** | **39** | **25** |
| **200,000** | **61** | **40** |
| **250,000** | **68** | **44** |
| **300,000** | **74** | **48** |
| **350,000** | **79** | **51** |
| **500,000** | **91** | **59** |
| **1,000,000** | **104** | **74** |

**2. Rejection Of UNDERinsured Motorist Coverage**

**(Initials)**

**____ I reject UNDERinsured Motorists Coverage.**

**3. Rejection Of UNDERinsured Motorists Coverage At Limits Equal To Liability Coverage Limits**

**(Initials)**

**____ I reject UNDERinsured Motorists Coverage at limits equal to the limits of my Liability Coverage and I select the following lower limit:**

**(Choose one): Combined Single Limit**

**Premium Tables**

| **(Initials)** | | Private Passenger Types | Other than Private Passenger Types |
|---|---|---|---|
| | **$ 30,000** | **$ 16** | **$ 10** |
| _____ | **40,000** | **20** | **13** |
| _____ | **50,000** | **24** | **15** |
| _____ | **100,000** | **39** | **25** |
| _____ | **200,000** | **61** | **40** |
| _____ | **250,000** | **68** | **44** |
| _____ | **300,000** | **74** | **48** |
| _____ | **350,000** | **79** | **51** |
| _____ | **500,000** | **91** | **59** |
| _____ | **1,000,000** | **104** | **74** |

_____

**(Other)**

I understand and agree that selection of any of the above options applies to my liability insurance policy and future renewals or replacements of such policy that are issued at the same Bodily Injury Liability Limits. If I decide to select another option at some future time, I must let the Company know in writing.

**DO NOT SIGN UNTIL YOU READ**

**Signed: _____ (Named Insured) Date**


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA 21391013**

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

# ARIZONA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | |
|---|---|
| **Limit Of Insurance: $** | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".


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**C. Exclusions**

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. 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
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
   We will not pay for any element of "loss" for which an "insured" is entitled to receive payment under any workers' compensation, disability benefits or similar law.

**E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
   a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.
   b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved; and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following: If we make any payment under this coverage, and the "insured", or someone on behalf of the "insured", has a right to recover damages from the owner or operator of the "uninsured motor vehicle", we shall be subrogated to that right.


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4. **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following:
If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

5. The following conditions are added:

**a. Arbitration**

**(1)** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

**(2)** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Time Limitation**

**(1)** We will not be liable for uninsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an uninsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the
"bodily injury". However, the "insured" may make an uninsured motorists coverage claim within three years after the earliest of the following:

**(a)** The date the "insured" knew that the tortfeasor was uninsured.

**(b)** The date the "insured" knows or should have known that coverage was denied by the tortfeasor's insurer.

**(c)** The date the "insured" knows or should have known of the insolvency of the tortfeasor's insurer.

**(2)** If we and the "insured" do not settle a claim for uninsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph **(1)** above, we will not be liable for uninsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":

**(a)** Files a lawsuit against us for uninsured motorists coverage benefits under this Coverage Form; or

**(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
   a. For which no liability bond or policy at the time of an "accident" provides at least the amount specified in Section 28-4009 of the Arizona Revised Statutes;
   b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or


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c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

(1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

(2) Cause "bodily injury" to an "insured" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying", provided the facts of the "accident" can be corroborated by any additional and confirming testimony, fact or evidence that strengthens and adds weight or credibility to the "insured's" representation of the "accident".

However, "uninsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA 214010 13**

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

# ARIZONA UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Arizona, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | |
|---|---|
| **Limit Of Insurance: $** | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".


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**C. Exclusions**

This insurance does not apply to any of the following:

1. Punitive or exemplary damages.
2. Any claim settled without our consent.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Bodily injury" arising directly or indirectly out of:
   a. War, including undeclared or civil war;
   b. 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
   c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**C1. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Uninsured Motorists Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible, including all sums paid under the policy's Covered Autos Liability Coverage.
3. We will reduce the "insured's" total damages by any amount available to that "insured", under any bodily injury liability bonds or policies applicable to the "underinsured motor vehicle", that such "insured" did not recover as a result of a settlement between that "insured" and the insurer of an "underinsured motor vehicle". However, any reduction of the "insured's" total damages will not reduce the limit of liability for this coverage.

**C1. Changes In Conditions**

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:
   a. The reference to "other collectible insurance" applies only to other collectible underinsured motorists insurance.
   b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:
   a. Promptly notify the police if a hit-and-run driver is involved; and
   b. Promptly send us copies of the legal papers if a "suit" is brought.
3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to Underinsured Motorists Coverage.


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4. The **Two Or More Coverage Forms Or Policies Issued By Us** Condition is replaced by the following: **Two Or More Coverage Forms Or Policies Issued By Us**
If this Coverage Form and any other Coverage Form or policy issued to the Named Insured by us or any company affiliated with us apply to the same "accident", only one Coverage Form or policy shall be applicable to the "accident". The Named Insured shall select the one Coverage Form or policy that will apply. This condition does not apply to any Coverage Form or policy issued by us or any affiliated company which is excess insurance over this Coverage Form.

5. The following conditions are added:

**a. Arbitration**

**(1)** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

**(2)** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**b. Time Limitation**

**(1)** We will not be liable for underinsured motorists coverage benefits unless the "insured" gives us written notice of the "insured's" intent to pursue an underinsured motorists coverage claim under this Coverage Form within three years after the date of the "accident" that caused the "bodily injury", and the "insured" has either made a claim with the tortfeasor's insurer or filed an action against the tortfeasor within the time limits prescribed by Section 12-542 of the Arizona Revised Statutes or within the corresponding limitation period provided under the law of the location where the "accident" occurred. However, the "insured" may make an underinsured motorists coverage claim within three years after the date the "insured" knows or should have known that the tortfeasor has insufficient liability insurance to cover the "insured's" injuries.

**(2)** If we and the "insured" do not settle a claim for underinsured motorists coverage under this Coverage Form for which the "insured" has given us timely written notice in accordance with Paragraph **(1)** above, we will not be liable for underinsured motorists coverage benefits unless within three years after the date the "insured" provides us with such written notice the "insured":

**(a)** Files a lawsuit against us for underinsured motorists coverage benefits under this Coverage Form; or

**(b)** Requests arbitration pursuant to the provisions of this Coverage Form.

## F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all bonds or policies applicable at the time of an "accident" does not provide at least the amount an "insured" is legally entitled to recover as damages resulting from "bodily injury" caused by the "accident". However, "underinsured motor vehicle" does not include any vehicle designed for use mainly off public roads while not on public roads.


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# Vermont Bodily Injury Uninsured Motorists Coverage Selection - 385922 0410

**Named Insured:** Refer to Memorandum **Policy Number:** Refer to Memorandum

Vermont law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

**Uninsured Motorists Coverage**

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured uninsured motor vehicle because of bodily injury caused by an automobile accident.

If your Bodily Injury Liability Coverage limits exceed a combined single limit of $100,000 for each accident, Bodily Injury Uninsured Motorists Coverage will be provided at limits equal to your Combined Single Limit for Liability Coverage, unless you select limits that are lower than your Combined Single Limit for Liability Coverage. However, you may not select Bodily Injury Uninsured Motorists Coverage less than a combined single limit of $100,000 for each accident.

If you would like to reject Bodily Injury Uninsured Motorists Coverage equal to your Combined Single Limit for Liability Coverage and select lower limits, please indicate your choice by initialing and signing below:

_____ **I REJECT Bodily Injury Uninsured Motorists Coverage equal to my Combined Single Limit for Liability Coverage and select the following lower limits(s).**

**(Initial)**

| **(Choose one:) Initials** | **Combined Single Limit** |
|---|---|
| _____ | **$ 100,000** |
| _____ | **200,000** |
| _____ | **250,000** |
| _____ | **300,000** |
| _____ | **350,000** |
| _____ | **500,000** |
| _____ | **1,000,000** |
| _____ | **(other)** |


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Signature of Applicant Named Insured _____ Date _____

Signature of Applicant Named Insured _____ Date _____

Signature of Applicant Named Insured _____ Date _____


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA 21631016**

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

# VERMONT UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Vermont, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | | |
|---|---|---|
| | **Limit Of Insurance** | |
| **Bodily Injury:** | $ | **Each "Accident"** |
| **Property Damage:** | **$10,000** | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

**A. Coverage**

**1.** We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured", or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

**2.** With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under the coverage selected under this endorsement only if Paragraph **a. or b.** below applies:

a. The limit of any applicable liability bonds or policies has been exhausted by payment of judgments or settlements; or

b. A tentative settlement has been made between an "insured" and the insurer of the vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:

**(1)** Have been given prompt written notice of such tentative settlement; and

**(2)** Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

**3.** Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.


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**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

**1.** An individual, then the following are "insureds":

**a.** The Named Insured and any "family members".

**b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

**c.** Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

**d.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**2.** A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

**a.** Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

**b.** Anyone else for "bodily injury" while "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

**c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**d.** The Named Insured for "property damage" only.

**C. Exclusions**

This insurance does not apply to any of the following:

**1.** Any claim settled by the "insured" or any legal representative of the "insured" with the owner or driver of an "uninsured motor vehicle" without our consent, if the settlement prejudices our right to recover payments. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" in accordance with the procedure described in Paragraph **A.2.b.**

**2.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

**3.** The direct or indirect benefit of any insurer of property.

**4.** Damage to:

**a.** Any vehicle; or

**b.** Any property contained in or struck by any vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member" which is not a covered "auto".

**5.** The first $150 of the amount of each claim for "property damage" sustained by an "insured" in any one "accident". This deductible applies only to direct physical damage to:

**a.** A covered "auto"; or

**b.** The property of an "insured".

However, this exclusion does not apply if there is valid and collectible "auto" physical damage coverage applicable to that damage under this or any other policy.

**6.** Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**7.** "Property damage" for which the "insured" has been compensated by other property or physical damage coverage, including any physical damage coverage under this Policy.

**8.** Punitive or exemplary damages.


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9. "Bodily injury" or "property damage" arising directly or indirectly out of:

   a. War, including undeclared or civil war;

   b. 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

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

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":

   a. For "bodily injury" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations; and

   b. For "property damage" is $10,000 per claim.

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", the Limit of Insurance shall be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.

3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

**E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are changed by addition of the following:

   a. The reference to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

   b. Any insurance we provide with respect to a vehicle owned by the Named Insured or, if the Named Insured is an individual, any "family member", that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form, shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

   c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph
      b. of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:
   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.
   We will be entitled to recovery only after the "insured" has been fully compensated for the "loss" or damage sustained.


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If the "insured" settles with or recovers against any person, any reimbursement due to us under this section shall be reduced by deducting a fair portion of all reasonable expenses of recovery incurred in effecting the settlement or recovery. The expenses of recovery shall be apportioned between the parties as their interests appear at the time of the settlement or recovery.

Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" if we:

**a.** Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle"; and

**b.** Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

**a.** That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and

**b.** We also have a right to recover the advance payment.

**4.** The **Two Or More Coverage Forms Or Policies Issued By Us** Condition does not apply.

**5.** The following condition is added:

**Arbitration**

**a.** If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

**b.** Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

**1.** "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

**2.** "Occupying" means in, upon, getting in, on, out or off.

**3.** "Property damage" means injury to or destruction of the property of an "insured".

**4.** "Uninsured motor vehicle" means a land motor vehicle or "trailer":

**a.** For which no liability bond or policy applies at the time of an "accident";

**b.** That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged, but:

**(1)** That sum is less than the sum of the limits of this coverage applicable to the "insured"; or

**(2)** The available liability insurance has been reduced by payments to others injured in the "accident" to an amount which is less than the limits of this coverage applicable to the "insured;

**c.** For which an insuring or bonding company denies coverage or is or becomes insolvent within one year of the date of the "accident"; or


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**d.** Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must:

**(1)** Hit an "insured", a covered "auto", a vehicle an "insured" is "occupying" or the property of an "insured"; or

**(2)** Cause an "accident" resulting in "bodily injury" to an "insured" or "property damage" without hitting an "insured", a covered "auto" or a vehicle an "insured" is "occupying". We will only accept competent evidence which may include the testimony, under oath, of a person making claim under this or any similar coverage.

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or who becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned by a governmental unit or agency while being used within the scope of permission of that governmental unit or agency; or

c. Designed for use mainly off public roads while not on public roads.


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# STATE OF LOUISIANA

This form may not be altered or modified.

## UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE FORM - 386032 09 08

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**Uninsured/Underinsured Motorists Bodily Injury Coverage,** referred to as **"UMBI"** in this form, is insurance that pays persons insured by your policy who are injured in an accident caused by an owner or operator of an uninsured or underinsured motor vehicle. Depending on the coverage purchased, UMBI Coverage can provide compensation for both economic and non-economic losses.

**Economic losses** are those that can be measured in specific monetary terms including but not limited to medical costs, funeral expenses, lost wages, and out of pocket expenses.

**Non-economic** losses are losses other than economic losses and include but are not limited to pain, suffering, in-convenience, mental anguish and other non-economic damages otherwise recoverable under the laws of this states.

**By law, your policy will include UMBI Coverage at the same limits as your Bodily Injury Liability Coverage unless you request otherwise.** If you wish to reject UMBI Coverage, select lower limits of UMBI Coverage, or select Economic-Only UMBI Coverage, you must complete this form and return it to your insurance agent or insurance company. (Economic-Only UMBI Coverage may not be available from your insurance company. In this case, your company will have marked options 2 and 3 below as "Not Available.")

**UNINSURED/UNDERINSURED MOTORIST BODILY INJURY COVERAGE**

You may select one of the following UMBI Coverage options (initial only one option):

1. ----- initials — **I select UMBI Coverage** which provides compensation for economic and non-economic losses **with limits lower** than the Bodily Injury Liability Coverage limits indicated on the policy:

   $_____ each person **OR** $_____ each accident/occurrence

   $_____each accident/occurrence

2. ----- initials — **I select Economic-Only UMBI Coverage,** which provides compensation for economic losses **with the same limits** as the Bodily Injury Liability Coverage limits indicated on the policy:

3. ----- initials — **I select Economic-Only UMBI Coverage,** which provides compensation for economic losses **with limits lower** than the Bodily Injury Liability Coverage limits indicated on the policy: $_____ each person **OR** $_____ each accident/occurrence

   $_____each accident/occurrence

4. **____** initials — **I do not want UMBI Coverage.** I understand that I **will not be compensated through UMBI coverage** for losses arising from an accident caused by an uninsured/underinsured motorist.

**SIGNATURE**

The choice indicated and initialed on this form will apply to all persons and/or entities insured under this policy. This choice shall apply to the motor vehicles described in this policy and to any replacement vehicles, to all renewals of this policy, and to all reinstatement, substitute or amended policies until a written request is made for a change to the Bodily Injury Liability Limits, the UMBI Limits or UMBI Coverage.

Insured: Policy Number:

Producer: Effective Date:

_____

Signature of a Named Insured or Legal Representative

_____

Print Name

_____

Date

**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA 21481013**

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

# LOUISIANA UNINSURED MOTORISTS COVERAGE - BODILY INJURY

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Louisiana, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | | |
|---|---|---|
| **Limit Of Insurance:** | $ | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | | |

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. If this insurance provides a limit in excess of the amounts required by the applicable law where a covered "auto" is principally garaged, we will pay only after all liability bonds or policies have been exhausted by payments of judgments or settlements.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
   d. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.


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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

   a. Anyone "occupying" with the Named Insured's express or implied permission a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

   b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

   c. Anyone else "occupying" an "auto" the Named Insured does not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

**C. Exclusions**

This insurance does not apply to:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

2. "Bodily injury" sustained by an "insured" while "occupying" or struck by any vehicle owned by that "insured" that is not a covered "auto".

3. Punitive or exemplary damages.

4. "Bodily injury" arising directly or indirectly out of:

   a. War, including undeclared or civil war;

   b. 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

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

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form or Medical Payments Coverage endorsement attached to this Coverage Part.
   We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

**E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable similar insurance, we will pay only our share of the loss. Our share is the proportion that our limit of insurance bears to the total of all applicable limits. However, with respect to "bodily injury" sustained by an "insured":

   a. While "occupying" a vehicle owned by that person or while not "occupying" any vehicle, the maximum recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy.

   b. While "occupying" a vehicle not owned by that person, the following priorities of recovery will apply:

      **(1)** The uninsured motorists coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident" will be primary.


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(2) If the primary insurance is exhausted, any excess recovery for damages sustained by an "insured" as a Named Insured or "family member" may equal but not exceed the highest applicable limit for any one vehicle under this Coverage Form or any other Coverage Form or policy. In no instance will more than one uninsured motorists coverage limit be available as excess insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** does not apply to vehicles described in Paragraph
   b. of the definition of "uninsured motor vehicle".

4. The following conditions is added:

   **Arbitration**

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, arbitration will take place only if we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

   b. Unless both parties agree otherwise, arbitration will take place in the parish in which the "insured" lives. Local rules of law as to arbitration procedures and evidence will apply. Any decision of the arbitrators will not be binding on either party.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.

3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

   a. For which no liability bonds or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

   b. Which is an underinsured motor vehicle. An underinsured motor vehicle means a land motor vehicle or "trailer" to which a liability bond or policy affording coverage for "bodily injury" applies at the time of the accident, but the amount paid for "bodily injury" under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages;

   c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

   d. Which is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:

      (1) Hit an "insured", a covered "auto" or a vehicle the "insured" is "occupying"; or

      (2) Cause "bodily injury" to an "insured" without any actual physical contact with the "insured", a covered "auto" or a vehicle the "insured" is "occupying". However, in such cases, the "insured" must show, by an independent and disinterested witness, that the "bodily injury" resulted from the actions of an unidentified motorist.

   However, "uninsured motor vehicle" does not include any vehicle:

   a. Owned by a governmental unit or agency; or

   b. Designed for use mainly off public roads while not on public roads.


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**POLICY NUMBER: REFER TO MEMORANDUM**

**COMMERCIAL AUTO**
**CA21300115**

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

# ILLINOIS UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Illinois, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

| |
|---|
| **Named Insured: Refer to Memorandum** |
| **Endorsement Effective Date: Refer to Memorandum** |

**SCHEDULE**

| | |
|---|---|
| **Limit Of Insurance: $** | **Each "Accident"** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
   a. The Named Insured and any "family members".
   b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
   c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.
   d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
   a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.


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**b.** Anyone else "occupying" an "auto" you do not own who is an "insured" for Covered Autos Liability under the Coverage Form, but only at times when that person is an "insured" for Covered Autos Liability under the Coverage Form.

**c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

**C. Exclusions**

This insurance does not apply to any of the following:

**1.** Any claim settled without our consent.

**2.** The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

**3** "Bodily injury" sustained by:

**a.** An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;

**b.** Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or

**c.** Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

5. Punitive or exemplary damages.

6. "Bodily injury" arising directly or indirectly out of:

**a.** War, including undeclared or civil war;

**b.** 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

**c.** Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

**1.** Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

We will apply the limit shown in the Declarations to first provide the separate limits required by the Illinois Safety Responsibility Law as follows:

**a.** $25,000 for "bodily injury" to any one person caused by any one "accident"; and

**b.** $50,000 for "bodily injury" to two or more persons caused by any one "accident".

This provision will not change our total limit of liability.

**2.** No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.


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## E. Changes In Conditions

The **Conditions** are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following: If there is other applicable insurance available under one or more policies or provisions of coverage:

   a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

   b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

   c. If the coverage under this Coverage Form is provided:

      (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

      (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

   a. Promptly notify the police if a hit-and-run driver is involved; and

   b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Legal Action Against Us** is replaced by the following:

   **Legal Action Against Us**

   a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

   b. Any legal action against us must be brought within two years after the date of the "accident". However, this Paragraph 3.b. does not apply to an "insured" if, within two years after the date of the "accident", arbitration proceedings have commenced in accordance with the provisions of this Coverage Form.

4. **Transfer Of Rights Of Recovery Against Others To Us** does not apply.

5. The following conditions are added:

   **Reimbursement And Trust**

   If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

   **Arbitration**

   a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, then the disagreement will be arbitrated. If the "insured" requests, we and the "insured" will each select an arbitrator. The two arbitrators will select a third. If the arbitrators are not selected within 45 days of the "insured's" request, either party may request that arbitration be submitted to the American Arbitration Association. We will bear all the expenses of the arbitration except when the "insured's" recovery exceeds the minimum limit specified in the Illinois Safety Responsibility Law. If this occurs, the "insured" will be responsible for payment of his or her expenses and an equal share of the expenses of the third arbitrator up to the amount by which the "insured's" recovery exceeds the statutory minimum.

   b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives.


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**c.** If arbitration is submitted to the American Arbitration Association, then the American Arbitration Association rules shall apply to all matters except medical opinions. As to medical opinions, if the amount of damages being sought:

**(1)** Is equal to or less than the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then the American Arbitration Association rules shall apply.

**(2)** Exceeds the minimum limit for bodily injury liability specified by the Illinois Safety Responsibility Law, then rules of evidence that apply in the circuit court for placing medical opinions into evidence shall apply.

In all other arbitration proceedings, local rules of law as to arbitration procedure and evidence will apply.

**d.** If the arbitration involves three arbitrators, a decision agreed to by two of the arbitrators will be binding for the amount of damages not exceeding the lesser of either:

**(1)** $75,000 for "bodily injury" to any one person/$150,000 for "bodily injury" to two or more persons caused by any one "accident"; or

**(2)** The Limit Of Uninsured Motorists Insurance shown in the Schedule or Declarations.

**F. Additional Definitions**

As used in this endorsement:

**1.** "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.

**2.** "Occupying" means in, upon, getting in, on, out or off.

**3.** "Uninsured motor vehicle" means a land motor vehicle or "trailer":

**a.** For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;

**b.** For which an insuring or bonding company denies coverage or is or becomes insolvent; or

**c.** That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no physical contact with the hit-and-run vehicle, the facts of the "accident" must be proved.

However, "uninsured motor vehicle" does not include any vehicle:

**a.** Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

**b.** Owned by a governmental unit or agency; or

**c** Designed for use mainly off public roads while not on public roads.


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# Important Disclosure Notice Regarding Terrorism Coverage - 386359 01 15

This notice applies to the type(s) of insurance provided under this policy that are subject to the Terrorism Risk Insurance Act, as amended ("The Act"). You are hereby notified that under The Act, you have a right to purchase insurance coverage for losses arising out of **certified acts of terrorism,** as defined in Section 102(1) of The Act: The term **certified act of terrorism** means any act or acts that are certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, as amended, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHEN COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM,** SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81 % BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER'S LIABILITY FOR LOSSES RESULTING FROM **CERTIFIED ACTS OF TERRORISM** WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEEDS $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Our records indicate that you previously accepted our offer of terrorism coverage, which was made at the time we issued our quote. Accordingly, the policy referenced above includes coverage for **certified acts of terrorism,** as defined in The Act. If your policy provides workers compensation coverage, you cannot reject that coverage because applicable workers compensation laws in your state mandate that this coverage be included. No additional action on your part is required at this time.

If you have any questions about this or any other insurance matter, please contact your agent or broker representing the Allianz Global Risks US Companies.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Allianz Global Risks US Companies as named in the policy.


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# Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) 145927 0115

**This Endorsement is attached to and made part of your policy in response to the disclosure requirements of the Terrorism Risk Insurance Act.**

A. **Disclosure of Premium**
In accordance with the federal Terrorism Risk Insurance Act, as amended, 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, as amended **("certified acts of terrorism").** The portion of your premium attributable to such coverage is shown in the policy Declarations. This premium is based on the rates in effect at the time of policy issuance or policy anniversary and was calculated for the full term of the current policy period.

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 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80% beginning on January 1, 2020 of 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, as amended, exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceed $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, as amended, exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, as amended, then 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.

D. **Possibility of Additional or Return Premium**
The premium for **certified acts of terrorism** coverageis calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act, as amended. If the federal program terminates or if the level or terms of federal participation change, the premium charge for acts of terrorism as shown in the Declarations of this policy may also change. If this policy contains a Conditional Exclusion, continuation of coverage for **certified acts of terrorism,** or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for **certified acts of terrorism** will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium charge made for those acts of terrorism covered by the Terrorism Risk Insurance Act, as amended, that remain covered by this policy after the disposition of the federal program. We will calculate the premium charge as follows:

1. We will calculate the pro-rated premium shown in the Declarations for **certified acts of terrorism** from the effective date of your policy to the date of expiration or change of the federal program.
2. We will calculate the pro-rated premium charge for acts of terrorism that remain covered for the policy period that remains in effect from the expiration or change of the federal Program to the anniversary or expiration date of your policy.


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3. We will add the amount determined in D.1. above to the amount determined in D.2. above. Such premium will be your revised annual premium for coverage for acts of terrorism.
   a. If the revised annual premium determined above is an additional premium, this additional premium may be waived by us for the remainder of the policy term.
   b. If the revised annual premium determined above is a return premium, we will refund this amount to you.

All other terms and conditions of the policy remain unchanged.


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# Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism - CA 70 78 01 06

Policy Amendment

**This Endorsement modifies insurance provided under the:**
**Business Auto Coverage Form**
**Business Auto Physical Damage Coverage Form**
**Garage Coverage Form**
**Motor Carrier Coverage Form**
**Single Interest Automobile Physical Damage Insurance Policy**

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A. The following definitions are added and apply under this endorsement:

1. **Terrorism** means activities against persons, organizations or property of any nature:
   a. That involve the following or preparation for the following:
      (1) Use or threat of force or violence; or
      (2) Commission or threat of a dangerous act; or
      (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
   b. When one or both of the following applies:
      (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
      (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. **Any injury or damage, loss or expense** means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to **bodily injury, property damage, personal injury, personal and advertising injury, loss,** loss of use, rental reimbursement after **loss or covered pollution costs or expense** , as may be defined under this Coverage Form, Policy or any applicable endorsement.

B. The following exclusion is added:

**Exclusion of Terrorism**

We will not pay for **any injury, damage, loss or expense** caused directly or indirectly by **terrorism,** including action in hindering or defending against an actual or expected incident of **terrorism. Any injury or damage, loss or expense** is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury, damage, loss or expense. But this exclusion applies only when one or more of the following are attributed to an incident of **terrorism:**

This form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz Global Risks US Companies** as named in the policy.


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1. The **terrorism** is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the **terrorism** was to release such material; or
3. The **terrorism** is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the **terrorism** was to release such materials.

C. In the event of any incident of **terrorism** that is not subject to the Exclusion, coverage does not apply to **any injury or damage, loss or expense** that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

All other terms and conditions of the policy remain unchanged.


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# Allianz Global Risks US Insurance Companies
# Privacy and Security Statement

Protecting you from loss is important to Allianz Global Risks US. Just as important to us is protecting your personal information. Our pledge to protect your privacy is reflected in our Privacy and Security Statement, which outlines our principles for collecting, using and protecting your personal information.

Our Privacy and Security Statement applies to all of the companies within the Allianz Global Risks US family of companies. In most cases, these companies use the same processing systems and employees to maintain your insurance coverage. The law allows us to share personal information among our insurance companies. The law does not allow customers to prevent these disclosures. A list of our companies can be found at the end of this notice.

**Allianz Global Risks US does not sell your personal information to anyone.** We do not share your personal information with anyone for their own marketing purposes. For this reason, your consent or an "opt-in" is not required. We also do not share your personal information with any of our affiliated companies outside of the Allianz Global Risks US family of insurance companies for their own marketing purposes.

***Personal Information about You Allianz Global Risks US Collects***

We collect personal information about you that is necessary to process the insurance transactions you request. We limit the amount of personal information collected to what we feel is needed to maintain your account. We may collect your personal information from the following sources:

- From you, either directly or through your broker. This may include information on your insurance application or other forms you may complete.
- From others, through the process of handling a claim. This may include information from medical or accident reports.
- From your relationship with us. Such as the number of years you have been a customer or the types of insurance products you purchased.
- From a consumer reporting agency. Such as a credit or motor vehicle report. The information in these reports may be kept by the consumer reporting agency and shared with others.

If you visit one of our websites, we may use "cookies" (small text files sent from our site to your hard drive). These cookies help us to recognize repeat visitors and allow easy access to and use of the site. We do not use cookies to gather personal information. The cookies only enable you to use our website more easily.

***Personal Information about You Allianz Global Risks US Shares***

We do not share personal information about current or former customers to anyone, except as "allowed by law." "Allowed by law" means that we may share your personal information, such as your name, address and policy information, as follows:

- To consumer reporting agencies to obtain a credit report or motor vehicle report. These reports are used to determine eligibility for coverage or to process your requested transactions.
- To your insurance broker so that they can perform services for you.
- To medical professionals in order to process your claim.
- To a state Department of Insurance in order to examine our records or business practices.
- To state or federal law enforcement agency, as required by law or to report suspected fraud activities.
- To research groups to conduct studies on claims results. No individual is identified in any study or report.

We advise the vendors with whom we legally share your personal information, of our privacy policy. We make every effort to use vendors whose privacy policy reflects our own.

***Allianz Global Risks US's Policies and Practices Regarding Security of Personal Information***

Allianz Global Risks US uses a variety of computer hardware and software tools to maintain physical, electronic and procedural safeguards that comply with applicable federal and state regulations to guard your personal information. We restrict access to personal information about you to those employees who need the information to service your policy. Allianz Global Risks US works hard to ensure that our websites are secure. We use state of the art technology to protect the personal information that may be shared over these sites.

***Your Rights Regarding Your Personal Information***

You have a number of rights with respect to your personal information. You have the right to make a request:

- To access your personal information. Once we verify your request, we will deliver a copy of your personal information to you by mail or electronically. If provided electronically, it will be in a readily useable format (to the extent that possible to do so). The information will be provided to you free of charge.
- For us to delete your personal information. We will review your request and delete your personal information unless it is necessary for us to maintain it (e.g., in order to complete a transaction or to comply with a legal or regulatory requirement). If we are unable to delete it, we will let you know why.
- For us to provide the types and specific pieces of personal information we collect about you, the types of sources from which the personal information is collected, and the business purpose for collecting the personal information.

If you wish to make any of the above requests regarding your personal information, please contact us by email at privacyrequests@agcs.allianz.com or using the toll-free number 800-807-8810. Be prepared to provide your full name, address and policy or claim number(s). We may require additional information to verify your identity in order to protect you and your personal data.

We will respond to your request within 30 working days. Please be aware that you will not be given access to your information collected or in connection with a claim, or a civil or criminal proceeding. If medical information is contained in your file, we may request that you name a medical professional to whom we will send the information.

If you believe any of your information is incorrect, you can notify us in writing. We will let you know if our review has resulted in a correction of your information. If we do not make a correction, you may file a statement disputing the information. We will attach the statement to your file. We will send any corrections we make, or your statement, to anyone we shared your information with over the past two years. And to anyone who may receive your information from us in the future.

***No Discrimination***

We will not discriminate against you if you choose to exercise one of your rights. We will not:

- Deny goods or services
- Charge different prices or rates for goods or services
- Provide a different level or quality of goods or services
- Suggest that you will receive a different price or rate or a different level or quality of goods or services

***Notification of Change***

Your trust is one of our most important assets. If we revise our privacy practices in the future, we will notify you prior to introducing any changes. A summary of our Privacy Policy, along with instructions for reviewing or making other requests regarding your personal information, is displayed on our website (https://www.agcs.allianz.com/global-offices/united-states/).

## For More Information or if You have Questions

Should you have further questions regarding our privacy policy, you can contact us in a number of ways. You may email us at nacorpcompliance@agcs.allianz.com or you can write to us at:

Allianz Global Risks US
Corporate Compliance Department
225 W. Washington Street, Suite 1800
Chicago, IL 60606

**Allianz Global Risks US's Family of Companies**
The following lists the companies Allianz Global Risks US uses to issue insurance policies nationwide:

AGCS Marine Insurance Company
Allianz Global Risks US Insurance Company
Allianz Underwriters Insurance Company
American Automobile Insurance Company
Associated Indemnity Corporation
Chicago Insurance Company
Fireman's Fund Insurance Company
Fireman's Fund Indemnity Corporation
Interstate Fire & Casualty Company
National Surety Corporation
The American Insurance Company

**About Allianz**

Your insurance company is part of the Allianz Group - an organization with a 125-year history of partnering with clients and delivering exceptional insurance products around the world.

Allianz is the world's largest property & casualty insurance company by revenue and has one of the strongest financial ratings of the leading global property & casualty insurers. The strength of its financial ratings and quality of its people make Allianz the insurer of choice for thousands of mid-size businesses and the majority of Global Fortune 500' companies.

Allianz is also ranked "one of the world's most admired companies" by Fortune and "one of the top 100 global brands" by Interbrand.

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## WHY RVNA

At RVNA, we pride ourselves on understanding the needs of businesses like yours. RVNA and its leadership work with leading high-quality insurance carriers such as Fireman's Fund, Allianz, and AIG to develop insurance solutions for specific market classifications. Our expertise in the development of specialty insurance products for over 30 years translates into industry-specific insurance to meet our customer's needs 24 hours a day, 7 days a week. We position our customers for long term success through measuring and managing risk, providing guidance and insurance expertise, and delivering products to quote and buy online at an affordable cost.

## ALWAYS CUSTOM

RVNA was the first insurance organization to adapt to the changing insurance marketplace by introducing a complete on-line transaction capability. We began to offer optional, individual coverages with varying deductibles on insurance products previously only sold as packaged products. We put the customer in the driver's seat by enabling them to select only the coverages they need, lowering their overall cost to do business.

## INDUSTRY EXPERTS

Since 1990, we have continued to expand and add to our product line. We now serve a broad range of industries including entertainment with products for events, vendors, disk jockeys, professional photographers and videographers, film productions as well as school groups with products for PTAs, PTOs, Booster Clubs, and various nonprofit chapters and clubs. In each industry, we offer guidance and nurture customer relationships, which shows in our customer loyalty across all industries through high levels of retention.

## CUSTOMER LOYALTY

RVNA has always been mindful of the importance of building lasting customer relationships. Our superior claims management and higher-quality interactions with a staff of informed representatives set us apart from most. Our longstanding partnerships with A+ rated carriers provides the peace of mind our customers require.

## ONLINE OR BY PHONE

While we are a technology-centric firm, we understand the importance of providing one on one customer support—it's the flexibility our customers seek. They can quote and buy insurance online in three minutes, or they can call us and purchase with the assistance of a knowledgeable representative. Either way, we are here to help.

## INSURANCE CERTIFICATES AVAILABLE 24/7

Create Certificates of Insurance and add Additional Insureds entirely online. We know how important it is for you to receive certificates of insurance quickly. Additional Insureds can be added 24/7/365 by logging in to our secure online platform.

# IMPORTANT COVERAGE CONSIDERATIONS

*Make sure your insurance fits your business.*

## KNOW YOUR RISK

It's important to understand the risks your business faces and whether or not you are insured for those risks. Not all risks you face will be covered by your current insurance policies. While some risks may be uninsurable, we offer many insurance products that may cover many of the risks companies like yours encounter. Please review the list below for some common examples of these risks. If you would like additional information regarding any of these risks or any available coverages we offer, please contact our Customer Service Team.

1. Aviation/Drone Insurance
2. Business Auto Coverage
3. Business Income/Extra Expense or Loss of Rents
4. Crime Coverage
5. Data Breach/Internet Liability/Cyber Risk Insurance
6. Directors & Officers Liability Insurance
7. Earthquake Insurance
8. Employment Practices Liability Coverage
9. Event Cancellation
10. Flood Insurance
11. General Liability
12. Life and Employee Benefit Coverages
13. Pollution Insurance
14. Product Recall or Product Withdrawal Coverage
15. Professional Liability/Errors & Omissions
16. Workers Compensation & Employers' Liability

Please Note: This list is not all-inclusive and may not include all coverage needed to insure all your exposures. This list may include coverages for which you currently have insurance. Please check your policies. RVNA may not offer coverages for your business for all of the risks listed above. Please visit our website at www.rvnuccio.com or call our office for a full list of available products.

## EVALUATING YOUR NEEDS

Here are some steps you can take to evaluate the insurance needs for your business.

1. Review your current insurance policies. Check to see which locations are covered by the policy, what limits of insurance are provided, and any policy deductibles to which you would be subject at the time of loss.
2. Review the Change in Operations section below to see if your business has had any changes in operations that could affect your insurance.
3. Review the list above to learn more about coverages that may be excluded from your current policy.

## CHANGE IN OPERATIONS

Changes in your business operations can affect your insurance coverage. It is important that you advise us of any changes to your business as these changes may affect your current insurance coverage. These changes may include, but are not limited to:

- Changes in any operations such as moving to another state or new products or services you are providing.
- Merging with or acquiring a new company or a change in ownership.
- Signing any contracts which causes your business to assume contractual liability, grant of indemnities or hold harmless agreements.
- Circumstances that may require increased insurance limits.
- If your business hosts events such as tradeshows, golf outings, charity events, parties, etc.
- Any changes in fire or theft protection such as the installation or disconnection of sprinkler systems, addition or removal of fire extinguishers, burglar alarms, etc. This includes any alterations of the same.
- Any changes in existing premises, including but not limited to, vacancy (whether temporary or permanent), alterations, demolition, etc.
- Any new premises or equipment purchased, constructed or occupied.

# RVNA DISCLOSURES

The information provided on our websites and other materials outline certain terms and conditions of the insurance proposed by the insurer and is based on the information provided by you in your insurance application. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policies are available immediately upon purchase and can be made available prior to purchase upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers (RVNA) is only responsible for the coverages you have purchased from us. Any other type of risk, exposure, or coverage is either self-insured by you or placed by another brokerage firm other than RVNA. If you need help in purchasing other insurance coverages, please contact RVNA for a list of available insurance products. RVNA is not responsible for placing coverages which are not available from RVNA.

Prices posted on websites are minimum prices and subject to change without notice. The information provided on our websites is only a summary of the coverage. It is not all inclusive, nor does it alter or waive any of the actual policy language. Please refer to your policy for specific coverage language.

**Licensing Information**
DOXA Programs, LLC is licensed in all 50 states. Licensing information is available upon request.

**TRIA/TRIPRA Disclaimer**
Your insurance policy may include TRIA/TRIPRA coverage. Please note that the proposed TRIA/TRIPRA program may not cover all terrorism losses. Although there have been amendments to TRIA which eliminated the distinction between foreign and domestic acts of terrorism, some lines of coverage are excluded including commercial automobile, burglary and theft insurance, surety insurance, farm owners multiple perils, and professional liability (although directors and officers liability is specifically included). You may have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained and you may want to consider purchasing a separate terrorism policy to satisfy those obligations. TRIPRA includes a $100 billion cap on insurers' aggregate liability and is currently set to expire on December 31, 2027.

**Carrier Ratings**
A.M. Best is a company which evaluates and provides rating information for Insurance Companies. A.M. Best Company's Financial Strength is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at https://www.ambest.com/ratings.

RVNA does not make any representations and warranties concerning the solvency or financial strength of any insurance carrier. RVNA does not make any representation or warranty concerning the current rating of any insurance carrier. Ratings may change without notice.

**Privacy Information**
Protecting your privacy and your personal information is important to RVNA.

Our policy is to maintain appropriate confidentially with regard to all personal information we obtain from you in the course of doing business with you. We do not share any of your personal information with anyone, except those companies through which we have procured, or through which we are attempting to procure insurance on your behalf.

**Personal Information We Collect**
This Privacy Policy describes how your personal information is collected, used, and shared when you visit an RVNA website (the "Site") or make a purchase from RVNA.

When you visit the Site, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. Additionally, as you browse the Site, we collect information about the individual web pages or products that you view, what websites or search terms referred you to the Site, and information about how you interact with the Site. We refer to this automatically-collected information as "Device Information."

We collect Device Information using the following technologies:

- "Cookies" are data files that are placed on your device or computer and often include an anonymous unique identifier. For more information about cookies, and how to disable cookies, visit http://www.allaboutcookies.org.
- "Log files" track actions occurring on the Site, and collect data including your IP address, browser type, Internet service provider, referring/exit pages, and date/time stamps.
- "Web beacons," "tags," and "pixels" are electronic files used to record information about how you browse the Site.

Additionally, when you make a purchase or attempt to make a purchase, we collect certain information from you, including your name, billing address, email address, and phone number.

**Sharing Your Personal Information**
We do not sell your Personal Information (name, email address, phone, etc.) to third parties. We may share your Personal Information to comply with applicable laws and regulations, to respond to insurance claims, a subpoena, or other lawful request for information we receive, or to otherwise protect our rights.

**How We Use Your Personal Information**
We use the Information that we collect to generate quotes and issue insurance policies through the Site. Additionally, we use the Information you provide to communicate with you and additional insureds, and screen purchases for potential risk or fraud.

**Communications with RVNA**
By providing your contact information, you consent to receive telephone calls, emails, text messages, mailers, or other similar communications in connection from us even if your phone number is on any "do not call" list.

We send two types of emails: transaction emails (policy confirmations, payment notifications, and password resets) and customer service emails (policy reminders, announcements, marketing, and feedback requests) to maintain your insurance policy.

We do not participate in third-party marketing, selling email addresses, or spamming. If you feel you have you received an email in error, you may unsubscribe from customer service emails, change your email preferences online, or contact us to voice your concerns.

Any communication, material or information which you post or transmit to RVNA over the internet, by phone, fax or through the mail is, and will be treated as, confidential and proprietary. RVNA may share aggregated statistical information such as web-site traffic or demographic information with its business partners; however, in no case will your personally identifiable information be disclosed.

RVNA uses secure server software and encryption technologies to assist in protecting your personal information. Secure Socket Layer (SSL) encrypts all of the information you submit on your application and any survey forms before they are sent to RVNA.

**Consent To Receive Electronic Insurance Documents**
By purchasing an insurance policy, you consent to receive all insurance documents in electronic form only. A paper copy of any document may be requested. A fee may be applied to request such copies. You may make such requests by notifying us through email. Official policy notices and documents will be sent solely and directly to the email address you provided and will not be emailed to other users without your written consent.

**Term & Conditions for Electronic Communications**
You agree that documents and official notices which we are required to send may be sent to you electronically rather than in paper form. You agree these paperless communications are the legal equivalent of officially required communications relating to your policy(ies) which you would otherwise receive in paper form. These communications may include, but are not limited to, policy declarations, policy forms and endorsements and related forms, billing statements, legally required notices, and other official correspondence. You agree to receive all communications electronically, of which may even include cancellations or non-renewal notices.

**Privacy Policy Changes**
We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

**Contact Us**
For more information about our privacy practices, or if you have questions, please contact us by e-mail at support@rvnuccio.com or by mail using the details provided below:
10148 Riverside Drive, Toluca Lake, CA, 91602, United States

**Website Terms of Use**
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DOXA Programs, LLC reserves the right to modify, alter or update the terms at any time and you agree to be bound by any such modification, alteration or update.

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4. Limitation of Liability. DOXA Programs, LLC is not responsible for any infections, contaminations, delay in operation or transmission, line failure, errors, omissions, interruptions or defects arising out of your use of this site or with respect to the material provided or contained in this site. In no event shall DOXA Programs, LLC be liable for any special, indirect, incidental, consequential damages or other damages of any kind, resulting from whatever cause, including but not limited to loss of use, loss of profits, loss of data or loss of business opportunity, even if DOXA Programs, LLC has been advised of the possibility of such damages. Notwithstanding the above, in no event shall DOXA Programs, LLC liability to you for any and all claims, damages, losses, and causes of action of any type exceed the amount paid by you, if any, for accessing this site. In any event, liability is hereby limited to the fullest extent permitted by applicable law.

5. Use of Site. You expressly agree that the use of this site is at your own risk. This site is for your personal and non-commercial use only and may not be used for any purpose that is unlawful or prohibited by these terms. You shall not use this site to send unsolicited advertising, promotional material or other forms of solicitation to other users or persons. You shall not post or transmit any unlawful, threatening, abusive, harassing, libelous, defamatory, vulgar, obscene, sexually explicit, pornographic, profane, hateful, racially, ethnically or otherwise objectionable material or any other material that would constitute or encourage conduct that is a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, provincial, national or international law. You are solely responsible for any information, communication or material you submit to this site and you, not DOXA Programs, LLC, shall have full responsibility for such information, communication or material, including its legality, reliability, appropriateness, originality or copyright. DOXA Programs, LLC may terminate or suspend your access without notice for any conduct that DOXA Programs, LLC believes, in its sole discretion, violates any applicable law or is harmful to the interests of another user, third party provider, or DOXA Programs, LLC or its merchants, suppliers or customers.

6. Jurisdiction and Choice of Law. This site is operated by DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers from its offices in Toluca Lake, State of California, United States of America. DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers makes no representations that the materials in this site are available or appropriate for use in other locations. Those who access this site from other locations do so at their own risk and are responsible for compliance with any and all local laws. This Agreement, and its validity, enforceability, construction and interpretation, shall be governed under the laws of the State of California, without regard to choice of law rules. Any legal action regarding this Policy and Terms or this site shall be brought in a court of competent jurisdiction located within County of Los Angeles, California and by using this site you consent to personal jurisdiction within these courts.

7. Third Party Sites. DOXA Programs, LLC may from time to time provide links or pointers to other sites maintained by third parties and may provide third party materials on this site. These third party sites or materials are provided for your convenience only. DOXA Programs, LLC does not operate or control in any respect any information, products, services or material available on these third party sites and DOXA Programs, LLC is not responsible for their content. The fact that DOXA Programs, LLC has provided a link to such sites is NOT an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by DOXA Programs, LLC with respect to such sites, its owners or providers. You access these sites at your own risk.

FORWARD LOOKING STATEMENTS:
The words “believes”, “expects”, “estimates”, “projects”, “plans”, “could”, “may”, “anticipates” or the negative thereof or other variations or similar terminology, or discussions of strategies or plans identify forward looking statements. These forward looking statements reflect DOXA Programs, LLC reasonable judgments with respect to future events and are subject to risks and uncertainties that could cause actual results to differ materially from such forward looking statements.

# Alliance of Event Planners & Vendors, LLC

## MEMBERSHIP CERTIFICATE

This Certificate of Membership certifies that the person or entity named below is a member in good standing of the Alliance of Event Planners & Vendors, LLC and therefore, is granted access to the Resources and Benefits made available to the general membership by the Association.

Date of Certification:
Member ID Number:
Member Name:
Member Street Address:

Authority granting this Certificate: **Alliance of Event Planners & Vendors, LLC**
Executive Director

# BROKER OF RECORD
# MEMORANDUM

Date: 6/1/2026
Regarding: Designated Broker of Record

Applicant Name: Bigfoot Educational Group Nelsonville
Mailing Address: 649 Poplar Street
Nelsonville , OH 45764

To Whom It May Concern:

DOXA Programs, LLC DBA R.V. Nuccio & Associates Insurance Brokers is hereby designated as our insurance Broker of Record, effective as of the date of this Broker of Record Memorandum, for the procurement and handling of our Event insurance needs. This Broker of Record Memorandum supersedes any other outstanding Broker of Record letter or Broker Of Record designation you may have on file.

This Broker of Record is authorized by:
Cameron Peck