

## COMMON POLICY DECLARATIONS

Arch Insurance Company Harborside 3, 210 Hudson St, Suite 300 Jersey City, NJ 07311-1107 Phone: 866-413-5550	McNeil & Company Insurance and Risk Services PO Box 5670 20 Church Street Cortland, NY 13045
NAMED INSURED: <u>Williamson County Fire Marshal Special Operations</u>	
MAILING ADDRESS: <u>911 Tracy Chambers Lane</u> <u>Georgetown, TX 78626</u>	
POLICY PERIOD: FROM <u>01/27/2019</u> TO <u>01/27/2020</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

<b>BUSINESS DESCRIPTION</b>	Fire Marshal Operations/Haz Mat Team
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**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

<b>THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
	<b>PREMIUM</b>
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART	\$ _____
COMMERCIAL AUTOMOBILE COVERAGE PART	\$ _____
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ _____ Incl.
COMMERCIAL INLAND MARINE COVERAGE PART	\$ _____
COMMERCIAL LIABILITY UMBRELLA	\$ _____
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	\$ _____ Incl.
POLLUTION LIABILITY COVERAGE PART	\$ _____
	\$ _____
<b>TOTAL:</b>	<b>\$ 2,728.00</b>
Premium shown is payable: \$ _____ at inception. \$ _____	

**FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):**

See GU 207

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<b>Countersigned:</b> 03/05/2019	<b>By:</b> 
(Date)	(Authorized Representative)

McNeil Insurance and Risk Services, Inc

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)


## ENDORSEMENT

This endorsement, effective on 01/27/2019 at 12:01 A.M. standard time, forms a part of

Policy No. MEPK06947313 of the Arch Insurance Company  
(NAME OF INSURANCE COMPANY)

issued to Williamson County Fire Marshal Special Operations

By McNeil Insurance and Risk Services, Inc.



Authorized Representative

## ENDORSEMENT SCHEDULE

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUE:

<u>NUMBER</u>	<u>EDITION</u>	<u>NAME</u>
IL DS 00	09/08	Commercial Lines Policy Common Declarations
GU207 - FC	06/78	Endorsement Schedule
GU207 - N:	06/78	Long Named Insured Endorsement
05 ML0002	12/14	Signature Page
IL P 001	01/04	OFAC - U.S. Treasury Department
00 ML0042	04/16	TX Policyholder's Notice
05 ML0209	09/07	TX Policyholder's Notice
IL0017	11/98	Common Policy Conditions
IL0168	03/12	Texas Changes - Duties
IL0021	09/08	Nuclear Energy Liability Exclusion
CG DS 01	10/01	Commercial General Liability Coverage Part
CG DS 01 :	01/03	GL Extension Schedule
CG0001	04/13	Commercial General Liability Coverage Form
CG2426	04/13	Amendment of Insured Contract Definition
GL4000	07/17	Network Security and Data Breach Endorsement
CG0103	06/06	Texas Changes
GL2014	01/15	Coverage Extensions
CG3208	12/04	TX Changes Binding Arbitration
CG2251	07/98	Exclusion - Law Enforcement Activities
GL2001	01/15	Fire & Rescue Service
GL2002	01/15	Who Is Insured
GL2005	01/11	Aggregate Limit
GL2003	04/02	Injury to Volunteers
GL2006	01/15	Aircraft & Watercraft
GL2004	01/15	Fellow Member
CG2196	03/05	Silica or Silica-Related Dust Exclusion
CG2409	07/98	Government Subdivision
CG2173	01/15	Exclusion of Certified Acts of Terrorism
00 ML0207	11/03	Emergency Services Liability: Law Enforcement Activities Exclusion
GL2009	04/02	Pollution Liability

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FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT THE TIME OF ISSUE:

<u>NUMBER</u>	<u>EDITION</u>	<u>NAME</u>
DEC PL 02	01/11	Emergency Service Liability Declarations
PL0200	01/15	Emergency Service Liability Coverage Form
PL2005	11/02	Aggregate Limits
PL2007	01/15	Non-Monetary Claims
PL2106 TX	01/11	Texas Changes - Stacking
IL0275	11/13	Texas Changes
PL2017	01/15	Fines And Penalties
GL2016	01/15	Temporary Liquor Liability

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

### ENDORSEMENT

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Policy No. MEPK06947313 of the Arch Insurance Company  
(NAME OF INSURANCE COMPANY)

issued to Williamson County Fire Marshal Special Operations

By McNeil Insurance and Risk Services, Inc.



Authorized Representative

### LONG NAMED INSURED ENDORSEMENT

The Named Insured is amended to read as follows:

Williamson County Fire Marshal Special Operations

Williamson County Haz Mat Team



Signature Page

IN WITNESS WHEREOF, Arch Insurance Company has caused this policy to be executed and attested.

A handwritten signature in black ink that reads "John Mentz".

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John Mentz  
President

A handwritten signature in black ink that reads "Patrick K. Nails".

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Patrick K. Nails  
Secretary

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

**1-866-413-5550**

You may also write to Arch Insurance Group at:

**Arch Insurance Group  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

P.O. Box 149101  
Austin, TX 78714-9101  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

**1-866-413-5550**

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group  
Harborside 3  
210 Hudson Street, Suite 300  
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149101  
Austin, TX 78714-9101  
Fax: (512) 490-1007  
Web: <http://www.tdi.texas.gov>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### **UNA ESTE AVISO A SU POLIZA:**

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**POLICYHOLDER NOTICE - TEXAS**  
**(For General Liability and Commercial Auto Policies)**

**LOSS CONTROL ENGINEERING SERVICES**

As a policyholder of Arch Insurance Company insured for certain general liability and/or commercial auto exposures in the State of Texas, you are entitled to loss control consultative services.

These services may include, but not necessarily be limited to: loss data and analyses; training assistance in hazard reduction and loss control; physical hazard surveys; and training in hazard recognition and loss control.

The above services will be made available by Arch Insurance Company, through McNeil & Company's Loss Control Department. If you have any questions with which we can assist you regarding loss prevention services, please contact McNeil & Company, Inc. at 1-800-822-3747, or at the following address:

**McNeil & Company, Inc.**  
**20 Church Street**  
**P.O. Box 5670**  
**Cortland, NY 13045**

You may also contact the Arch Loss Control Services Center at 1-888-411-2832, [LossControl@archinsurance.com](mailto:LossControl@archinsurance.com), or at the following address:

**Arch Insurance Group**  
**One Liberty Plaza, 53rd Floor**  
**New York, NY 10006**

## COMMON POLICY CONDITIONS

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

### A. Cancellation

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

### B. Changes

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

### C. Examination Of Your Books And Records

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

### D. Inspections And Surveys

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

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

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

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

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

### E. Premiums

The first Named Insured shown in the Declarations:

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

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

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

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

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

## **TEXAS CHANGES – DUTIES**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Duties** Condition:

We will notify the first Named Insured in writing of:

1. An initial offer to settle a claim made or "suit" brought against any insured ("insured") under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured ("insured") under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

# COMMERCIAL GENERAL LIABILITY DECLARATIONS

<p><b>Arch Insurance Company</b>                  Harborside 3, 210 Hudson St, Suite 300                  Jersey City, NJ 07311-1107                  Phone: 866-413-5550</p>	<p><b>McNeil Insurance and Risk Services, Inc.</b>                  P.O. Box 5670                  20 Church Street                  Cortland, NY 13045</p>
<p><u>Williamson County Fire Marshal Special Operations</u></p>	
<p>NAMED INSURED: <u>911 Tracy Chambers Lane</u></p>	
<p>MAILING ADDRESS: <u>Georgetown, TX 78626</u></p>	
<p>POLICY PERIOD: FROM <u>01/27/2019</u> TO <u>01/27/2020</u> AT 12:01 A.M. TIME AT                  YOUR MAILING ADDRESS SHOWN ABOVE</p>	

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

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$1,000,000	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$100,000	Any one premises
MEDICAL EXPENSE LIMIT	\$5,000	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$1,000,000	Any one person or organization
GENERAL AGGREGATE LIMIT		\$10,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		\$10,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
<p>THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.</p> <p>RETROACTIVE DATE: <u>None</u></p> <p style="text-align: center;">(ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)</p>

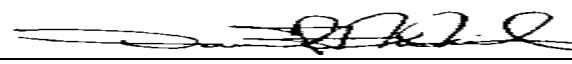
DESCRIPTION OF BUSINESS
<p>FORM OF BUSINESS:</p> <p> <input type="checkbox"/> INDIVIDUAL                          <input type="checkbox"/> PARTNERSHIP                          <input type="checkbox"/> JOINT VENTURE                          <input type="checkbox"/> TRUST                 </p> <p> <input type="checkbox"/> LIMITED LIABILITY COMPANY                          <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)                 </p> <p>BUSINESS DESCRIPTION: <u>Fire Marshal Operations/Haz Mat Team</u></p>

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
See CG DS01 - Supp - Classification Schedule	

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
See CG DS01 -	Supp - Classification Schedule						
PREMIUM SHOWN IS PAYABLE:				STATE TAX OR OTHER (if applicable)		\$ PER ILDS00	
				TOTAL PREMIUM (SUBJECT TO AUDIT)		\$ _____	
AT INCEPTION						Incl _____	
AT EACH ANNIVERSARY						\$ _____	
				(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)			
AUDIT PERIOD (IF APPLICABLE)		<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY		

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY: REFER TO GU207 (06/78)
_____
_____
_____

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned: 03/05/2019	By: 
(Date)	(Authorized Representative) McNeil Insurance and Risk Services, Inc.

**NOTE**

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

POLICY NUMBER: MEPK06947313

## COMMERCIAL GENERAL LIABILITY SUPPLEMENTAL DECLARATIONS

LOCATION OF PREMISES
Location of All Premises You Own, Rent or Occupy: 911 Tracy Chambers Lane, Georgetown, TX 78626

CLASSIFICATION AND PREMIUM						
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
			Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
Fire Dept. - volunteer [Includes Products and Completed Ops]	43551				Incl	Incl
Fellow Member Liability					Incl	Incl

**Total Advance Premium Incl**

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

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

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

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

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

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

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

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

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

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

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

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

**f. Pollution**

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

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

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

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

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

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

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

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

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

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

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

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

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

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

#### **e. Contractual Liability**

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

#### **f. Breach Of Contract**

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

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

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

#### **h. Wrong Description Of Prices**

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

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

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

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

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

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

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

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

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

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

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

#### c. Injury On Normally Occupied Premises

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

#### d. Workers' Compensation And Similar Laws

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

#### e. Athletics Activities

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

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

#### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

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

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

These payments will not reduce the limits of insurance.

**2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

**a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

**b.** This insurance applies to such liability assumed by the insured;

**c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

**d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

**e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f.** The indemnitee:

**(1)** Agrees in writing to:

**(a)** Cooperate with us in the investigation, settlement or defense of the "suit";

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

**(c)** Notify any other insurer whose coverage is available to the indemnitee; and

**(d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2)** Provides us with written authorization to:

**(a)** Obtain records and other information related to the "suit"; and

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

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

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

## **SECTION II – WHO IS AN INSURED**

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

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
    - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      - (1) "Bodily injury" or "personal and advertising injury":
        - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
        - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
        - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
        - (d) Arising out of his or her providing or failing to provide professional health care services.
      - (2) "Property damage" to property:
        - (a) Owned, occupied or used by;
        - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 

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

### SECTION III – LIMITS OF INSURANCE

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

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

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

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

### **1. Bankruptcy**

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

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

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

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

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

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

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

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

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

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

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

**7. Separation Of Insureds**

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

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

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

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

**9. When We Do Not Renew**

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

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

**SECTION V – DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

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

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

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

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

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

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

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

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

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

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

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

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

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

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

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

**21.** "Your product":

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

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

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

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

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

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NETWORK SECURITY AND DATA BREACH ENDORSEMENT**

Insured:Williamson County Fire Marshal Special Operations	Policy No.:MEPK06947313	Effective Date: 1/27/2019
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**NOTICE: EXCEPT AS OTHERWISE PROVIDED, THE COVERAGE PROVIDED BY THIS ENDORSEMENT IS LIMITED TO ONLY THOSE EVENTS THAT ARE FIRST DISCOVERED AND REPORTED WHILE THIS POLICY IS IN FORCE OR DURING ANY EXTENDED REPORTING PERIOD. VARIOUS PROVISIONS IN THIS ENDORSEMENT RESTRICT COVERAGE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Coverage E – Network Security and Data Breach Liability**

Network Security and Data Breach Liability Each Event Limit	\$ 1,000,000
Network Security and Data Breach Liability Aggregate Limit	\$ 10,000,000
Network Security and Data Breach Liability Retroactive Date	10/31/2014

**Coverage F – Privacy Event Mitigation Expense**

Privacy Event Mitigation Expense Each Event Limit	\$ 50,000
Privacy Event Mitigation Expense Aggregate Limit	\$ 50,000
Privacy Event Mitigation Expense Retroactive Date	10/31/2014

**A.** The following are added to **Section I – Coverages**:

**1. Coverage E – Network Security and Data Breach Liability**

**Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as monetary damages because of a "network security or data breach event" to which this insurance applies. We have the right and duty to defend the insured against any "suit" seeking those monetary damages. We have no duty to defend the insured against any "suit" not seeking monetary damages. We also have no duty to defend the insured against any "suit" based upon, arising out of, or attributable to a "network security or data breach event" to which this insurance does not apply. However, at our discretion, we have the right to investigate any "network security or data breach event" and settle any claim or "suit" that may result. But:

**(1)** The amount we will pay for monetary damages is limited as described below in **Section C. Limits Of Insurance**;

**(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 – Coverages A, B and E**.

**b.** This insurance applies to a "network security or data breach event" only if:

**(1)** Such "network security or data breach event" takes place in the "coverage territory"; and

**(2)** Such "network security or data breach event" did not result from an act, error or omission that occurred before the Network Security and Data Breach Liability Retroactive Date shown in the schedule or after the end of the policy period; and

- (3) The "network security or data breach event" is first discovered in accordance with Paragraph **c.** below during the policy period or any Extended Reporting Period we provide under **4. Extended Reporting Periods**; and
- (4) Written notice is received by us of the "network security or data breach event" within sixty (60) days of its first discovery or before the end of any Extended Reporting Period we provide under **4. Extended Reporting Periods**, whichever is earlier.

**c. First Discovery and Related Events or Acts**

**(1) First Discovery**

A "network security or data breach event" will be deemed to have been discovered at the earliest of the following times:

- (a) When such "network security or data breach event" is discovered and recorded by any insured, or by us, whichever comes first; or
- (b) When the insured becomes aware of an act, error or omission that may subsequently result in a "network security or data breach event", and you give written notice to us, as described in **Section IV – Conditions**, of such circumstances as soon as practicable but no later than:
  - (i) Sixty (60) days after becoming aware; or
  - (ii) The end of any applicable Extended Reporting Period; whichever is earlier.

**(2) Related Events**

All related "network security or data breach events" will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related "network security or data breach events" include all "network security or data breach events" that are logically or causally connected by a common nexus of facts, circumstances, situations, events, transactions, causes or acts.

**2. Coverage F – Privacy Event Mitigation Expense**

**Insuring Agreement**

- a. We will pay "privacy event mitigation expenses" incurred by the insured, provided such expenses arise directly out of a "privacy event" for which coverage is not otherwise excluded. But the amount we will pay is limited as described below in **Section C – Limits Of Insurance**;

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to "privacy event mitigation expenses" only if:

- (1) The "privacy event" takes place in the "coverage territory"; and
- (2) The "privacy event" did not result from an act, error or omission that occurred before the Privacy Event Mitigation Expense Retroactive Date shown in the schedule or after the end of the policy period; and
- (3) The "privacy event" is first discovered in accordance with Paragraph **c.** below during the policy period or any Extended Reporting Period we provide under **4. Extended Reporting Periods**; and
- (4) Written notice is received by us of the "privacy event" within sixty (60) days of its first discovery or before the end of any Extended Reporting Period we provide under **4. Extended Reporting Periods**, whichever is earlier.

**c. First Discovery and Related Events or Acts**

**(1) First Discovery**

A "privacy event" will be deemed to have been discovered at the earliest of the following times:

- (a) When such "privacy event" is discovered and recorded by any insured, or by us, whichever comes first; or
- (b) When you become aware of an act, error or omission that may subsequently result in a "privacy event", and you give written notice to us, as described in **Section IV – Conditions**, of such circumstances as soon as practicable but no later than:
  - (i) Sixty (60) days after becoming aware; or
  - (ii) The end of any applicable Extended Reporting Period; whichever is earlier.

(2) Related Events

All related "privacy events" will be considered one event and will be considered first discovered when the first of such related events is discovered.

Related "privacy events" include all "privacy events" that are the same, related or continuous, or that arise from a common nucleus of facts, circumstances, events or acts.

### 3. Exclusions

This insurance does not apply to:

- a. Damages, loss or expense arising directly or indirectly from:
  - (1) Any shortcoming in data security that the insured knew about prior to the inception of this policy for which you failed to take corrective action within a reasonable time, not to exceed sixty (60) days;
  - (2) The insured's failure to comply with all the data security standards issued by credit card issuers or financial institutions with whom you transact business, if you process, store or handle credit card information;
  - (3) The insured's failure to take reasonable steps to use, design, maintain and upgrade your data security; or
  - (4) The inability to use or lack of performance of software:
    - (a) Due to expiration, cancellation or withdrawal of such software;
    - (b) That has not yet been released from its development stage; or
    - (c) That has not passed all test runs or proven successful in applicable daily operations.
- b. Damages, loss or expense arising directly or indirectly from:
  - (1) The illegal, unauthorized or wrongful collection of "personally identifiable information" including but not limited to collection of "personally identifiable information" using cookies or malware, if committed by or with the knowledge of the insured; or
  - (2) The failure to provide required notice that such "personally identifiable information" is being collected.
- c. Damages, loss or expense arising directly or indirectly from the seizure, confiscation, expropriation, nationalization or destruction of a "computer system" by order of any governmental authority.
- d. Any "network security or data breach event" or "privacy event" that results from an act, error or omission that takes place prior to the inception date of this policy if the insured knew or reasonably should have foreseen that such act, error or omission would give rise to a claim or "privacy event mitigation expense".
- e. Damages, loss or expense based upon, attributable to, arising out of, in consequence of, or in any way related to litigation or any administrative or regulatory proceedings if such litigation or administrative or regulatory proceedings were initiated prior to or were pending on the inception date of this policy.
- f. "Bodily injury", "property damage" or "personal and advertising injury".
- g. Violation or invasion of any right of privacy except as a result of a "privacy event".
- h. Breach of contract by an insured or liability assumed by an insured under any contract or agreement. This exclusion does not apply to liability the insured would have in the absence of the contract or agreement.
- i. Fines or penalties imposed by any federal, state or local governmental authority.
- j. Any fraudulent, dishonest, malicious, or criminal act by the insured.
- k. Any "claim" or "suit" brought by or on behalf of any insured against any other insured; provided, however, that this exclusion will not apply to any otherwise covered "claim" or "suit" brought by or on behalf of any insured against an insured arising out of a "privacy event", provided that such insured bringing the "claim" or "suit" is not involved in any manner with any such "privacy event".
- l. Costs or expenses incurred by the insured to comply with any demand or order by any federal, state or local governmental authority other than those provided under **Coverage F – Privacy Event Mitigation Expense**.
- m. Any cost to comply with any injunctive or other non-monetary or declaratory relief or any agreement to provide such relief.

- n. Any claim or "suit" alleging, based upon, arising out of, or resulting from, directly or indirectly, any unsolicited electronic faxes, emails, telephone calls or unsolicited communications, including but not limited to claims arising out of unsolicited electronic messages, chat room postings, bulletin board postings, newsgroup postings, pop-up or pop-under Internet advertising or fax-blasting, direct mailing or telemarketing, or claims alleging violations of the Telephone Consumer Protection Act, of 1991, as amended, the CAN-SPAM Act of 2003, as amended, and any other federal, foreign or state anti-spam statutes, or federal, foreign or state statute, law or regulation relating to a person's right to seclusion and privacy.
- o. Any uploading, downloading, piracy or file-sharing of digitized music, photos, movies, software or video games.
- p. Any actual or alleged:
  - (1) Price fixing, restraint of trade, monopolization, including violations of the Sherman Anti-Trust Act, the Clayton Act, or any similar provision of any federal, state, or local statutory law or common law anywhere in the world; or
  - (2) Unfair trade practices or violation of consumer protection laws; provided, however that this exclusion does not apply to any otherwise covered claim under Insuring Agreements E or F; or
  - (3) Violation of the Employee Retirement Income Security Act of 1974, as amended; the Securities Act of 1933, as amended; the Securities Exchange Act of 1934 as amended; or any state Blue Sky or securities law or similar state, foreign or federal statute, including any regulation or order issued pursuant to any of the foregoing statutes.
- q. Any actual or alleged infringement, misappropriation or violation of any patent, copyright, trademark, service mark, trade dress or trade name.
- r. Alleging, based upon, arising out of, or resulting from, directly or indirectly, to section 605 (requirements relating to information contained in consumer reports) or 616 (civil liability for willful noncompliance) of the Fair Credit Reporting Act, or any other similar federal, state or local laws or regulations, including but not limited to any laws or regulations requiring truncation of payment card numbers on, or the removal of the expiration date from, payment card receipts.

#### 4. Extended Reporting Periods

- a. We will provide one or more Extended Reporting Periods, as described below, and notify you in writing within thirty days of policy termination, if:
  - (1) This Coverage Part is canceled or not renewed; or
  - (2) We renew or replace this endorsement with other insurance that does not apply to monetary damages on a first discovered and reported basis; or
  - (3) We renew or replace this endorsement with other insurance containing terms and conditions that are less favorable for you than those contained in this endorsement.
- b. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They only apply to claims arising out of "network security or data breach event" or "privacy event mitigation expenses" arising out of a "privacy event" that occurred prior to the end of the policy period. Once in effect, Extended Reporting Periods may not be canceled.
- c.
  - (1) A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty (60) days.
  - (2) During the Basic Extended Reporting Period you have the right to report claims made against you arising out of "network security or data breach event" or "privacy event mitigation expenses" arising out of a "privacy event" that occurred prior to the end of the policy period, or to report any "network security or data breach event" or "privacy event" that occurred prior to the end of the policy period which may later result in a claim or "privacy event mitigation expenses".
  - (3) The Basic Extended Reporting Period does not apply to any claims or "privacy event mitigation expenses" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims or "privacy event mitigation expenses".
  - (4) The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.

- d. (1) A Supplemental Extended Reporting Period of five (5) years duration is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in c. above, ends.
- (2) During the Supplemental Extended Reporting Period you will have the right to report claims made against you arising out of "network security or data breach event" or "privacy event mitigation expenses" arising out of a "privacy event" that occurred prior to the end of the policy period, or to report any "network security or data breach event" or "privacy event" that occurred prior to the end of the policy period which may later result in a claim or "privacy event mitigation expenses". There is no coverage during the Supplemental Extended Reporting Period for any other claims or "privacy event mitigation expenses".
- (3) You must give us a written request for the endorsement within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.
- (4) We will determine the additional premium in accordance with our rules and rates in effect on the date the policy was issued or last renewed. In doing so, we may take into account the following:
- (a) The exposure insured;
  - (b) Previous types and amounts of insurance;
  - (c) Limits of insurance available under this endorsement for future payments and damages; and
  - (d) Other related factors.

The additional premium will not exceed 200% of the expiring annual premium for this coverage.

- (5) This endorsement shall set forth the terms, not inconsistent with this section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for claims and "privacy event mitigation expenses" first discovered during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.
- e. If the Supplemental Extended Reporting Period is in effect, we will provide Supplemental Aggregate Limits of Insurance as described below, but only for claims arising out of "network security or data breach events" or "privacy event mitigation expenses" arising out of "privacy events" which are first discovered during the Supplemental Extended Reporting Period. Paragraph 2. of **Section III – Limits Of Insurance** will be amended to include the following:
- (1) Claims arising out of "network security or data breach events" first discovered during the Supplemental Extended Reporting Period will be subject to a Supplemental Aggregate Limit equal to the dollar amount shown in the Schedule for the Network Security or Data Breach Liability Aggregate Limit in effect at the end of the policy period. The Supplemental Aggregate Limit is the most we will pay for the sum of all monetary damages under **Coverage E – Network Security or Data Breach Liability** arising out of claims first discovered during the Supplemental Extended Reporting Period. If we make a payment for such monetary damages, the Supplemental Aggregate Limit will be reduced by the amount of such payment. Such reduced limit will then be the amount available for further covered monetary damages arising out of "network security or data breach events" first discovered during the Supplemental Extended Reporting Period. The Network Security or Data Beach Liability Each Event Limit will continue to apply.
- (2) "Privacy event mitigation expenses" arising out of "privacy events" first discovered during the Supplemental Extended Reporting Period will be subject to a Supplemental Aggregate Limit equal to the dollar amount shown in the Schedule for the Privacy Event Mitigation Expense Aggregate Limit in effect at the end of the policy period. The Supplemental Aggregate Limit is the most we will pay for the sum of all "privacy event mitigation expenses" under **Coverage F – Privacy Event Mitigation Expense** arising out of "privacy events" first discovered during the Supplemental Extended Reporting Period. If we make a payment for such "privacy event mitigation expenses", the Supplemental Aggregate Limit will be reduced by the amount of such payment. Such reduced limit will then be the amount available for further covered "privacy events" first discovered during the Supplemental Extended Reporting Period. The Privacy Event Mitigation Expense Each Event Limit will continue to apply.

**B. Supplementary Payments Coverages A and B** is amended to read:

**Supplementary Payments – Coverages A, B and E.**

### C. Limits Of Insurance

For the purposes of coverage provided by this endorsement, the following is added to **Section III – Limits Of Insurance**:

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made, "suits" brought or "privacy events"; or
  - c. Persons or organizations making claims or bringing "suits."
2. The following applies to **Coverage E – Network Security or Data Breach Liability**:
  - a. The Network Security or Data Breach Liability Aggregate Limit shown in the Schedule is the most we will pay for the sum of all monetary damages under this endorsement;
  - b. Subject to **2.a.** above, the Network Security or Data Breach Liability Each Event Limit is the most we will pay for all monetary damages resulting from any one "network security or data breach event". All monetary damages arising out of related "network security or data breach events" will be deemed to be one "network security or data breach event".
3. The following applies to **Coverage F – Privacy Event Mitigation Expense**:
  - a. The Privacy Event Mitigation Expense Aggregate Limit shown in the Schedule is the most we will pay for the sum of all "privacy event mitigation expenses" under this endorsement;
  - b. Subject to **3.a.** above, the Privacy Event Mitigation Expense Each Event Limit is the most we will pay for all "privacy event mitigation expenses" resulting from any one "privacy event". All "privacy event mitigation expenses" arising out of related "privacy events" will be deemed to be one "privacy event".
4. The Limits of Insurance under this endorsement 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.

### D. Conditions

For the purposes of coverage provided by this endorsement, **Section IV – Conditions** is modified as follows:

1. Sub-paragraph **a.** under Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** as respects coverage provided by **Coverage E – Network Security or Data Breach Liability** is deleted and replaced by the following:
  - a. You must see to it that we are notified as soon as practicable of a "network security or data breach event," "occurrence" or an offense which may result in a claim or "suit." To the extent possible, notice should include:
    - (1) How, when and where the "network security or data breach event," "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 "network security or data breach event," "occurrence" or offense.
2. The following is added under Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** as respects coverage provided by **Coverage F – Privacy Event Mitigation Expense**:
  - e. You must cooperate with us and our designated representatives in the provision of the services described in "privacy event mitigation expenses".
3. The following is added as respects coverage provided by **Coverage F – Privacy Event Mitigation Expense**:

**Duties in the Event of a Privacy Event**

  - a. You must notify us as soon as practicable of a "privacy event", but in no event later than thirty (30) days after you incur "privacy event mitigation expenses" for which coverage will be requested under this endorsement.
  - b. With respect to a "privacy event", you must notify us in writing as soon as practicable but no later than sixty (60) days after the first discovery of the "privacy event" by you. Notice must include:
    - (1) How, when and where the "privacy event" took place;
    - (2) A description of the "privacy event";
    - (3) The number of individuals and type of "personally identifiable information" involved in the "privacy event";

- (4) Upon request by us, the names and addresses of individuals affected by the “privacy event”.
- c. You must provide us with all information and assistance that we request and cooperate with us and our designated representatives in the:
  - (1) Investigation of any “privacy event” or any acts, errors or omissions that may result in a “privacy event”; and
  - (2) Provision of the services described in “privacy event mitigation expenses”.

4. The following is added as respects coverage provided by this endorsement:

**Your Right to Claim Information**

- a. Upon request, we will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding first discovery coverage endorsement we have issued to you during the previous three years:
  - (1) A list or other record of each "network security or data breach event" or "privacy event", not previously reported to any other insurer, of which we were notified in accordance with Paragraph 2. **Duties In the Event of Occurrence, Offence, Claim or Suit of Section IV – Conditions** or Paragraph D.3. above. We will include the date and brief description of the "network security or data breach event" or "privacy event" if that information was in the notice we received.
  - (2) A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable aggregate limit.  
Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
- b. You must not disclose this information to any claimant or any claimant's representative without our consent.
- c. We compile claim and related information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

5. All references to **Coverages A** and **B** are amended to read **Coverages A, B, E, and F** under Paragraph 4. **Other Insurance** as respects coverage provided by this endorsement.

6. The following is added under Paragraph 4. **Other Insurance** as respects coverage provided by this endorsement:

- d. However, if the insured has another policy, coverage part or endorsement issued by us or one of our affiliated companies that applies to damages, loss or expense we cover under this endorsement, the most we will pay in total is the single largest applicable limit. This limitation on the amount we will pay applies regardless of whether this coverage or the other coverage is primary, unless the other coverage was purchased specifically to apply in excess of this coverage.

E. The following definitions are added to **Section V – Definitions**:

- 1. “Computer system” means any:
  - a. Computer hardware, including Personal Digital Assistants (PDAs) and other transportable or hand held devices, software or firmware, or components thereof including data stored thereon, and associated networking equipment or backup facilities;
  - b. Communications networks including the internet, intranets, extranets or virtual private networks to the extent used by the items in a. above;
 By which “electronic data” is collected, transmitted, processed, stored or retrieved.  
  
 “Computer system” includes “electronic data” that is stored on any of the items described in a. above or temporarily outside of your “computer system” for use by an insured.
- 2. “Confidential corporate information” means any commercial trade secret, data, design, interpretation, forecast, formula, method, practice, process, record, report or other item of information of a third party which is:
  - a. Not available to the general public; and
    - (1) Provided to you under a mutually agreed to written confidentiality or non-disclosure agreement; or
    - (2) Marked confidential or otherwise specifically designated in writing as confidential by such third party.

3. "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.
4. "Network Security or Data Breach Event" means:
  - a. Transmission of malware from your "computer system" to a third party;
  - b. The inability of an authorized user to access your website or your "computer system" because of a denial of service attack; or
  - c. A "privacy event".

As used in this definition, a denial of service attack means a malicious attack intended by the perpetrator to overwhelm the capacity of your "computer system" or website by sending an excessive volume of "electronic data" to such "computer system" or website in order to prevent authorized access to it.

5. "Personally identifiable information" means any:
  - a. Individual's name in combination with any one or more of the following:
    - (1) Social security number;
    - (2) Drivers license number or any other state identification number;
    - (3) Medical or healthcare data including protected health information;
    - (4) Any account number, credit card number or debit card number;
    - (5) Any account relationships, account balances or account histories; or
    - (6) Any password, access code or other security code that would permit access to a financial account.
  - b. Non-public personal information as defined in any part of the following statutes or regulations which regulate the use and protection of non-public personal information (as defined in such statutes or regulations):
    - (1) Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated thereunder, as amended;
    - (2) Gramm-Leach Bliley Act of 1999 (GLBA) and the rules and regulations promulgated thereunder, as amended; or
    - (3) Other state, federal or local privacy laws requiring reasonable security within a "computer system" for non-public personal information, or a privacy policy limiting the sale, disclosure or sharing of non-public personal information or providing individuals with the right to access or collect non-public personal information.
6. "Privacy Event" means:
  - a. Unauthorized disclosure of, loss of, theft of, or unintentional delivery or exposure to others of "personally identifiable information" or "confidential corporate information" which is in the insured's care, custody or control. Such disclosure, loss, theft or unintentional delivery or exposure to others is limited to information obtained or released directly from your "computer system"; or
  - b. Failure by you to disclose or warn of actual or potential disclosure or misappropriation of "personally identifiable information" or "confidential corporate information", but only if this endorsement covers such disclosure or misappropriation and it resulted directly from **a.** above; or
  - c. Violation or the investigation of a violation of any federal, state or local privacy statute addressing disclosure or misappropriation of "personally identifiable information" or "confidential corporate information", but only if this endorsement covers such disclosure or misappropriation and it resulted directly from **a.** above.
7. "Privacy Event Mitigation Expense" means:
  - a. Reasonable and necessary fees and expenses for:
    - (1) An outside vendor to conduct a computer forensic analysis with reasonable allocation of time and resources to investigate your "computer system" to determine the cause and extent of a "privacy event";
    - (2) An approved crisis management or legal firm to review the "privacy event" and advise you on the appropriate response;
    - (3) Travel by directors, executive officers, partners or employees of the insured which is done to mitigate damage from the "privacy event";
    - (4) Printing, advertising, mailing of materials or other costs to provide notice to affected parties of a "privacy event" for the purposes of maintaining good will or compliance with any notification requirements imposed by law; and

- (5) Services provided to any individual whose primary identification is the subject of a “privacy event”, but only if the primary purpose of such services is mitigating the effect of the “privacy event”:
  - (i) Reasonable fees and expenses to establish, maintain and provide call center services;
  - (ii) Credit file monitoring services; or
  - (iii) Reasonable fees and expenses for any other service specifically approved by us in writing.
- b. However, “privacy event mitigation expense” shall not include:
  - (1) Compensation, fees, benefits or overhead of any insured or employee of any insured;
  - (2) Costs or expenses that would have been incurred in the absence of the “privacy event”;
  - (3) Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any “computer system” as a result of a “privacy event”; or
  - (4) Costs or expenses associated with upgrading, maintaining, improving, repairing or remediating any procedures, services or property as a result of a “privacy event”.

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

## **TEXAS CHANGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

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

## **TEXAS CHANGES – BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, then either party may make a written demand for arbitration.

When this demand is made, 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:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county or parish in which the address shown in the Declarations is located. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

## COVERAGE EXTENSIONS

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This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### 1. Enhanced Property Damage

Paragraph **a. Expected or Intended Injury** in **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

##### 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” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### 2. Damage to Rented Premises

The following paragraph is added to **j. Damage to Property** of **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**:

Paragraphs **(1)**, **(3)**, and **(4)** of this exclusion do not apply to “property damage” to premises, including the contents of such premises, rented to you or occupied by you with the permission of the owner for a period of 8 or more consecutive days. The most we will pay for all such “property damage” is \$50,000.

#### 3. Damage to Property

The term “damage by fire” is amended to “damage by fire, lightning or explosion” in **j. Damage to Property** of **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability**, paragraph **6.** under **Section III – Limits of Insurance** and paragraph **9.a.** under **Section V – Definitions**.

#### 4. Customer’s Autos

Paragraphs **g. Aircraft, Auto or Watercraft** and **j. Damage to Property** in **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability** do not apply to “customer’s autos” while on or next to those premises you own, rent or control that are used for “auto” repair or service. The most we will pay for “property damage” to a “customer’s auto” is \$50,000.

The following definition is added to **Section V – Definitions**; “Customer’s auto” means an “auto” temporarily in your care, custody or control for the purpose of receiving repair or service but does not include an “auto” owned by, rented or loaned to any insured.

This extension only applies if there is no “auto” policy or coverage part provided by us which affords such coverage.

#### 5. Patients Property

Paragraph **j. Damage to Property** in **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability** does not apply to the personal effects of fire and rescue victims, medical patients, and the immediate relatives of such victims and patients, while such property is in your care, custody or control at the scene of an emergency or while in transit to or from a medical care facility.. The most we will pay for “property damage” to patients property is \$50,000.

This extension only applies if there is no inland marine policy or coverage part provided by us which affords such coverage.

## 6. Bail Bonds

Subparagraph 1.b. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- b. Up to \$5,000 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.

## 7. Your Expenses

Subparagraph 1.d. under **Section I – Coverages, Supplementary Payments – Coverages A and B** is amended to read as follows:

- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## 8. Additional Insured

The following are added to **Section II – Who Is An Insured**:

### a. Persons or Organizations – As Required By Contract

Any person or organization when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your ongoing operations for such person(s) or organization(s);
- (2) "Your products"; or
- (3) Your use or maintenance of a premises you own, rent, lease, occupy or otherwise use with the permission of the owner, except those premises you lease from person(s) or organization(s) for which paragraph 8.b. below applies.

### b. Managers, Landlords or Lessors of Premises

Any person or organization from whom you lease premises when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person(s) or organization(s).

### c. Lessors of Leased Equipment

Any person or organization from whom you lease equipment when you have agreed in writing in a contract or agreement that such person or organization is to be included on your policy as an additional insured. Such person or organization is only an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

Coverage provided to the person(s) or organization(s) included as an insured in subparagraphs 8.a., 8.b., and 8.c. above only applies if the written contract or agreement identified in subparagraphs 8.a., 8.b., and 8.c. above is executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Coverage shall be primary and not contributory with respect to the person(s) or organization(s) included as an insured in subparagraphs 8.a., 8.b., and 8.c. above. Any other insurance such person or organization has will be

excess and not contributory with this insurance but this provision only applies if it is required in the written contract or agreement identified in subparagraphs **8.a.**, **8.b.**, and **8.c.** above.

## **9. Newly Formed or Acquired Organizations**

Subparagraph **3.a** under **Section II – Who Is An Insured** is deleted and replaced by the following:

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

## **10. Duties in the Event of Occurrence, Offense, Claim, or Suit**

The following subparagraph **e.** is added to **2. Duties in the Event of Occurrence, Offense, Claim, or Suit** under **Section IV – Commercial General Liability Conditions**:

- e.** Knowledge of any "occurrence", offense, claim, or "suit" will be deemed knowledge by you only when such "occurrence", offense, claim, or "suit" is known to an officer, director, commissioner, board member, trustee, "employee", "volunteer worker" or appointee designated by you to give us notice of such "occurrence", offense, claim, or "suit".

## **11. Waiver of Subrogation**

Paragraph **8. Transfer of Rights of Recovery Against Others to Us** under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

### **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.

This condition does not apply to persons or organizations with which you have a written contract and for which the provisions of paragraph **8.** of this endorsement apply, but only to the extent that subrogation is waived prior to the "occurrence" or offense under such written contract with that person or organization.

## **12. Liberalization**

If we revise this coverage part 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.

## **13. Mental Anguish**

Paragraph **3.** under **Section V - Definitions** is deleted and replaced by the following:

- 3.** "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person including death resulting from any of these. "Bodily injury" includes "mental anguish" or other mental injury. "Mental anguish" means mental suffering or emotional disturbances such as distress, fear, anxiety, depression, grief or psychosomatic physical symptoms.

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

## **EXCLUSION – LAW ENFORCEMENT ACTIVITIES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIRE & RESCUE SERVICE

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This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Except with respect to **SECTION V – DEFINITIONS**, wherever the term “occurrence” is used in this Coverage Form, including amendments and endorsements, it is hereby replaced with the following:

“occurrence” or “Fire & Rescue Service”

- B. **SECTION V – DEFINITIONS** is amended as follows:

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” or the “Fire & Rescue service” that caused it.

23. “Fire & Rescue Service” means any actual or alleged act, error or omission by you or any insured in:

- a. Providing or failing to provide firefighting services;
- b. Providing or failing to provide emergency rescue services;
- c. Providing or failing to provide hazardous materials response services;
- d. Providing or failing to provide first aid;
- e. Providing or failing to provide professional services of an emergency medical technician (EMT), paramedic, nurse or other medical personnel, including:
  - (1) Furnishing or dispensing, or failing to furnish or dispense drugs, or surgical or medical supplies or devices;
  - (2) Providing or failing to provide ambulance or emergency medical transportation services; and
- f. Dispatching or failing to dispatch personnel to provide any of the above services.

- C. In **SECTION I - COVERAGES**, Exclusion 2.a. **Expected or Intended Injury** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to read as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage”:
  - (1) Resulting from the use of reasonable force to protect persons or property; or
  - (2) Arising from “Fire & Rescue Service”.

## ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### WHO IS INSURED

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This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Paragraph 2. of **Section II – Who Is An Insured** is deleted and replaced with the following:

2. Each of the following is an insured:

- a. (1) Your officers, directors, commissioners, board members, trustees, and appointees but only with respect to their duties as your officers, directors, commissioners, board members, trustees and appointees.
- (2) Your "employees" and "volunteer workers" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
- (3) Your officers, directors, commissioners, board members, trustees, appointees, "employees" and "volunteer workers" while rendering emergency assistance at the scene of an emergency encountered suddenly and unexpectedly. Such assistance must be independent of any other organization.
- (4) Your medical directors but only with respect to their duties as your medical directors.
- (5) However, none of these are insureds for "property damage" to property:
  - (i) Owned, occupied or used by,
  - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you or any of your officers, directors, commissioners, board members, trustees, appointees, "employees", "volunteer workers," or medical directors.
- 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.
- e. Any person or organization that owns "commandeered property" but only with respect to liability arising out of your use of such "commandeered property." "Commandeered property" means real and personal property belonging to someone else including but not limited to watercraft, aircraft, "mobile equipment", or animals that you commandeer, seize, borrow or take over for official use to handle an "emergency situation" or to enforce the laws of the local, state or federal government. "Emergency situation" means an unexpected situation demanding immediate, official action.

B. Paragraph c. of 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is amended to read as follows:

#### 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.

If any of the other insurance applies to liability arising out of your use of "commandeered property", this insurance shall be primary as respects liability arising out of your use of "commandeered property", and will not share with such other insurance.

## ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### INJURY TO VOLUNTEER WORKERS

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This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

“Bodily Injury” to:

- a. A “volunteer worker” arising out of and in the course of their duties for you or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that “volunteer worker” 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 only applies if you are legally required to provide insurance covering the “volunteer worker” under any workers compensation or disability benefits law (or similar law) and you fail to do so.

B. Under Paragraph **2. Exclusions** of **COVERAGE C MEDICAL PAYMENTS**, exclusion **a. Any Insured** is amended to read as follows:

**a. Any Insured**

To any insured, except “volunteer workers”. But this exclusion only applies to “volunteer workers” if you are legally required to provide insurance covering “volunteer workers” under any workers compensation or disability benefits law (or similar law) and you fail to do so.

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMIT**

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This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to Paragraph 2. of **Section III – Limits Of Insurance**:

The General Aggregate Limit applies separately to each entity that is scheduled as a Named Insured on the Declarations. Also, the General Aggregate Limit applies separately to each "location" you own, rent or occupy that is scheduled on the Declarations.

For the purposes of this endorsement, **Section V - Definitions** is amended by the addition of the following definition:

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

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AIRCRAFT & WATERCRAFT**

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This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- A.** Exclusion **2.g.(2)** under **Coverage A Bodily Injury And Property Damage Liability** is deleted and replaced with the following:
- (2)** A watercraft that is not being used to carry persons or property for a charge and which:
    - (a)** You do not own; or
    - (b)** Which you do own but it is less than 35 feet long.
- B.** The following subsections are added to Exclusion **2.g.** under **Coverage A Bodily Injury And Property Damage Liability**:
- (6)** An aircraft that is not owned or operated by any insured described in Paragraph **1.** or Paragraph **2.a.** of **Section II – Who Is An Insured** and which is being used for firefighting, emergency rescue or emergency evacuation purposes.
  - (7)** An unmanned aerial vehicle, commonly known as a drone, that is owned or operated by any insured described in Paragraph **1.** or Paragraph **2.a.** of **Section II – Who Is An Insured** and which is being used for firefighting, emergency rescue or emergency evacuation purposes, including training for such use.

## ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### FELLOW MEMBER

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This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. The following exclusion is added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

“Bodily injury” to any fellow “employee” or “volunteer worker” of the insured arising out of and in the course of:

- a. the fellow “employee’s” employment by you or performing duties related to the conduct of your business; or
- b. the fellow “volunteer worker’s” duties for you or performing duties related to the conduct of your business.

This exclusion does not apply if Fellow Member Coverage is shown in the Schedule as included.

**B. Notwithstanding Subparagraph 2.a.(5) under SECTION II – WHO IS AN INSURED, “employees” or “volunteer workers” shall be included as insureds for “property damage” they cause to the property of a fellow “employee” or “volunteer worker” if Fellow Member Coverage is shown in the Schedule as included.**

**C. The definition of 5. “Employee” under SECTION V – DEFINITIONS is replaced with the following:**

5. “Employee” includes a “leased worker” and a “temporary worker”.

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

## **SILICA OR SILICA-RELATED DUST 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:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.

**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:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, 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, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **GOVERNMENTAL SUBDIVISIONS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any elective or appointive officer or a member of any board or commission or agency of yours while acting within the scope of their duties as such.
- B. Paragraph b.** of the definition of "mobile equipment" in the **Definitions** Section is replaced by the following:
  - 12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
    - b.** Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

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

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

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

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

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

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

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

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

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

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

This endorsement modifies the insurance provided under the following:

**EMERGENCY SERVICES LIABILITY COVERAGE PART**

**A.** The following exclusion is added to paragraph **2. Exclusions** of **Section I – Coverages**:

This insurance does not apply to a “wrongful act” based upon, arising out of, or attributable to law enforcement activities of your police department or any of your other law enforcement agencies, including their agents, “employees”, volunteers, “executive officers” or anyone acting in the capacity of a Law Enforcement Officer or Peace Officer.

All other terms and conditions of this Policy remain unchanged.

Issued By:

Endorsement Number:

Policy Number:

Named Insured:

Endorsement Effective Date:



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Authorized Representative

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY**

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This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

SCHEDULE	
“Corrective Action Costs” Reimbursement	\$ <u>1,000,000</u>

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

**I. The following is added to SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:**

“Corrective Action Costs” Reimbursement

We will pay up to the amount shown in the Schedule in the aggregate per policy year for “corrective action costs” that you become legally obligated to pay, provided the “corrective action costs” arise directly out of a “pollution incident” that occurs during the policy period at a site or location where you are performing “emergency service actions” or “emergency training actions.”

**II. The following changes apply to SECTION I - COVERAGES:**

- A. Exclusion 2.f.(1)(a) under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended to read:**

At or from any “underground storage tank system” located at any premises, site or location owned, occupied or rented by the insured prior to or during the policy period. However, this exclusion shall not apply to “bodily injury” or “property damage” arising out of heat, smoke or fumes from a hostile fire;

- B. Exclusion 2.f.(1)(d) under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply to your “emergency service actions” nor to your “emergency training actions.”**
- C. Exclusion 2.f.(2)(b) does not apply to loss, costs, expenses, claims or “suits” arising directly out of your “emergency service actions” or “emergency training actions.”**

**III. The following is added to SECTION V - DEFINITIONS:**

“Corrective action costs” means reasonable and necessary expenses incurred by you for the removal or neutralization of “pollutants” in compliance with any demand or order by the United States Environmental Protection Agency or by the Environmental Protection Agency or similar agency of any U.S. state government, by whatever name called. “Corrective action costs” exclude fines or penalties imposed by any federal, state, or local governmental authority.

“Emergency service actions” means “your work” that:

- (1) Is conducted away from any premises you own, rent or occupy; and
- (2) Is in response to an official request for emergency aid.

“Emergency training actions” means your training activities that:

- (1) Are conducted away from any premises you own, rent or occupy; and
- (2) Form a part of your pre-planned and pre-scheduled official training activities.

“Emergency training actions” includes controlled burns of overgrown vegetation, and fires intentionally ignited by you away from any premises you own, rent or occupy for the purposes of fire suppression training and instruction.

“Environmental damage” means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.

“Regulated substances” means:

- (1) Petroleum and all refined by-products of petroleum such as gasoline, diesel fuel, fuel oil, kerosene, or propane; and
- (2) Any hazardous substance as defined in Section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

“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.

“Pollution incident” means emission, discharge, release or escape of “pollutants” into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in “environmental damage”. The entirety of any such emission, discharge, release or escape shall be deemed to be one “pollution incident”.

“Underground storage tank system” means a tank or tanks including any connected piping, ancillary equipment and containment systems that are:

- (1) Used to contain “regulated substances;” and
- (2) Located partially or wholly below the surface of the ground; and
- (3) In contact with any surface or subsurface soils.



**EMERGENCY SERVICE LIABILITY COVERAGE FORM**

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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. 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****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as monetary damages because of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those monetary damages. However, we have no duty to defend the insured against any "suit" seeking monetary damages for a "wrongful act" to which this insurance does not apply. We may at our discretion investigate any "wrongful act" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for monetary 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 **3. Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if:

- (1) Such "wrongful act" takes place in the "coverage territory";
- (2) Such "wrongful act" 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" or "volunteer worker" authorized by you to give or receive notice of a "wrongful act" or "claim", knew that the "wrongful act" had occurred and was aware of facts or circumstances which would cause a reasonable person to believe that a "claim" or "suit" might arise seeking monetary damages because of the "wrongful act".

- c. A "wrongful act" which occurs during the policy period and was not, prior to the policy period, known to have occurred, in whole or in part, by any insured listed under Paragraph 1. of **Section II – Who Is An Insured** or any "employee" or "volunteer worker" authorized by you to give or receive notice of a "wrongful act" or "claim", includes any continuation, change or resumption of that "wrongful act" after the end of the policy period.

- d. A "wrongful act" 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" or "volunteer worker" authorized by you to give or receive notice of a "wrongful act" or "claim":

- (1) Reports all, or any part, of the "wrongful act" to us or any other insurer;
- (2) Receives a "claim" because of the "wrongful act"; or
- (3) Becomes aware by any other means that a "wrongful act" has occurred or has begun to occur.

**2. Exclusions**

- a. This insurance does not apply to a "wrongful act" based upon, arising out of, or attributable to:

- (1) An insured acting as a director or officer, or in a fiduciary capacity as a trustee, or in any similar capacity, for any person or organization other than the named insured.
  - (a) This exclusion does not apply to an insured who, with your express approval and consent, serves as an officer or director of a not-for-profit organization that is outside of your control and qualifies as a not-for-profit organization under the provisions of the Internal Revenue Code.
  - (b) Coverage provided under this policy is excess over and shall not contribute with:
    - (i) any insurance purchased by or on behalf of any organization described in **a.(1)(a)** above; or

- (ii) any other indemnification to which the insured is entitled from the organization described in **a.(1)(a)** above.
    - (c) In no event will the insurance provided under this policy inure to the benefit of the organization described in **a.(1)(a)** above, or to any of its directors, officers or employees, except to the extent that coverage is provided to an insured under this policy as set forth in **a.(1)(a)** above.
  - (2) The gaining of any profit or advantage to which an insured was not legally entitled.
  - (3) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants;" including:
    - (a) Any request, demand or order 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) 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."
  - (4) Any criminal, malicious or deliberate fraudulent act by the insured, including any malicious or intentional discrimination or harassment of any kind.
    - (a) This exclusion shall apply only if it is finally adjudicated that such conduct in fact occurred.
    - (b) This exclusion shall apply only to those insureds that engaged in such conduct and shall not be imputed to any other insured.
    - (c) This exclusion does not affect our duty to defend an insured, in accordance with Paragraph **1.a.** above, prior to determining, through the appropriate legal processes, that the insured engaged in such conduct.
  - (5) Any actual or alleged violation of the insured's responsibilities, obligations, or duties imposed by:
    - (a) The National Labor Relations Act.
    - (b) The Consolidated Omnibus Budget Reconciliation Act of 1985.
    - (c) The Worker Adjustment and Retraining Notification Act.
    - (d) The Fair Labor Standards Act, however, this exclusion **(d)** does not apply to the Equal Pay Act.
    - (e) The under-funding or inadequate funding of any qualified or non-qualified pension or service awards program, or any liability imposed under the Employee Retirement Income Security Act of 1974, the Pension Reform Act of 1974, or similar provisions of any federal, state or local statutory law.
    - (f) Any workers compensation, social security, disability benefits or unemployment compensation law or similar federal, state, or local statute or regulation, however, this exclusion **(f)** does not apply to "benefits administration".

However, this exclusion **(5)** does not apply to a "wrongful act" based upon, arising out of, or attributable to the actual or alleged retaliatory treatment of the claimant by an insured arising from the claimant's exercise of rights pursuant to any such statute or law.
  - (6) The operation of the principles of eminent domain, inverse condemnation, condemnation proceedings, adverse possession, or dedication by adverse use, including similar actions by whatever name called.
  - (7) The failure to effect or maintain any insurance or bonds of any kind. This exclusion does not apply to "benefits administration".
- b.** This insurance also does not apply to:
- (1) "Bodily injury" or "property damage" arising out of:
    - (a) "Fire-Rescue Service".
    - (b) The ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft, or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading". This exclusion applies even if the actual or alleged "wrongful act" is based upon, arising out of, or attributable to negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft or "mobile equipment" that is owned or operated by or rented or loaned to any insured.
    - (c) Causing or contributing to the intoxication of any person, furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
    - (d) Loss of or damage to property owned by an insured.

- (2) "Bodily injury" to an "employee" or "volunteer worker". This exclusion does not apply to "employment related practices".
- (3) "Personal and advertising injury". However, this exclusion does not apply to an actual or alleged act, error or omission by you or any insured arising out of the violation of any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of individually identifiable health information.
- (4) Breach of contract other than an "employment contract."
- (5) Damages, other than defense costs, for any actual or alleged breach of any "employment contract". This exclusion does not apply to liability for damages that the insured would have in the absence of the "employment contract".
- (6) Liability assumed by an insured 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.
- (7) Fines or penalties imposed by any federal, state or local governmental authority.
- (8) Costs or expenses incurred by the insured to comply with any demand or order by any federal, state or local governmental authority.
- (9) Any "claim" seeking relief or redress in any form other than monetary damages.

### 3. Supplementary Payments

We will pay, with respect to any "claim" or "suit" to which this insurance applies:

- a. All expenses we incur.
- b. Up to \$250 for the cost of bail bonds required because of a "wrongful act" to which this 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 \$300 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Pre-judgment interest awarded against the insured on the part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment 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.

### 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;

- b. Your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or 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;
  - c. 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.
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 does not apply to a "wrongful act" that occurred 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.

#### 4. Spousal Liability

If a "claim" against any insured person listed in 1. or 2. above includes a "claim" against the insured person's spouse (whether such status is derived by reason of statutory or common law, or any other law of any country) solely by reason of:

- a. Such spousal status; or
- b. Such spouse's ownership interest in property or assets that are sought as recovery for the "wrongful act" committed or allegedly committed by the insured person;

all monetary damages which such spouse becomes legally obligated to pay by reason of such "claim" will be treated for the purposes of this policy as monetary damages which the insured person becomes legally obligated to pay as a result of the "claim" made against such insured person. Such loss to the spouse will be covered only if and to the extent such loss would be covered if incurred by the insured person.

However, this extension will not afford coverage for a "claim" arising out of any "wrongful act" committed or allegedly committed by the spouse.

#### 5. Estates, Heirs And Legal Representatives

This policy will afford coverage for "claims" arising out of the "wrongful acts" of any insured person listed in 1. or 2. above made against:

- a. The estate, heirs or legal representatives of that deceased insured person; and
- b. The legal representative of that insured person in the event of incompetency, insolvency or bankruptcy;

but only if and to the extent that, in the absence of such death, incompetency, insolvency or bankruptcy of the insured person, such "claims" would have been covered by this policy according to this policy's terms, conditions and exclusions.

### 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 Annual Aggregate Limit shown in the Declarations is the most we will pay for the sum of all monetary damages under this Coverage Form.
3. Subject to 2. above, the Each Wrongful Act Limit is the most we will pay for all monetary damages resulting from any one "wrongful act". All monetary damages claimed by any one person shall be deemed to be one "wrongful act."

The Limits of Insurance under this Coverage Form 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 – 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 Form.

### 2. Duties In The Event Of A Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an actual or alleged "wrongful act" which may result in a "claim" or "suit". To the extent possible, notice should include:
  - (1) How, when and where the "wrongful act" took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage.
- b. If a "claim" is made or a "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the "claim" 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" 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 a "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 because of injury or damage to which this insurance may also apply.
- d. No insured shall, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Form to join us as a party or otherwise bring us into a "suit" seeking damages from an insured, or to sue us unless all of the terms of this Coverage Form 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 obtained after an actual trial but we will not be liable for damages that are not payable under the terms of this Coverage Form 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 "claim" or "suit" we cover under this Coverage Form, our obligations are limited as follows:

#### a. Primary Insurance

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

#### b. Excess Insurance

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period or after the end of the policy period.
  - (b) Any other primary insurance available to you covering liability for damages for which you have been added as an additional insured by attachment of an endorsement.
- (2) When this insurance is excess, we will have no duty under this Coverage Form 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 only pay 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 such other insurance.

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

### **c. Method Of Sharing**

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

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

## **5. Other Coverage Or Policies Issued By Us**

If this coverage and other coverage or policy issued to you by us or any company affiliated with us apply to the same "claim" or "suit", the aggregate maximum limit of insurance under all the coverage 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 or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage.

## **6. Premium**

We will compute all premiums for this coverage in accordance with our rules and rates.

If the premium shown for this Coverage Form in the Declarations is shown as Advance Premium, then this premium amount is a deposit premium only. At the close of each policy period, we will compute the earned premium for that period and send notice to the first Named Insured. If the earned premium exceeds the advance premium, the difference is due and payable. The due date for the additional premium is the date shown as the due date on the bill. If the advance premium paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

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. We reserve the right to audit the first Named Insured's records for purposes of computing the earned premium.

## **7. 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.

## **8. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form 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.

## **9. 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 policy, 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.

## 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. "Benefits administration" means an actual or alleged act, error or omission by you or any insured arising out of the performance of the following functions as respects your "benefits program":
  - a. Determining who is eligible to participate;
  - b. Enrolling new participants;
  - c. Terminating participants;
  - d. Determining benefits, including, but not limited to, maintaining records of service or employment;
  - e. Processing claims;
  - f. Collecting funds and applying them as required by your "benefits program";
  - g. Preparing reports required by state or federal government agencies;
  - h. Giving advice to participants or prospective participants, including, but not limited to, providing reports, booklets, pamphlets, memos or messages to participants.
3. "Benefits program" means:
  - a. Any government-mandated insurance program for workers compensation, unemployment, social security or disability benefits operated for the benefit of your officers, directors, commissioners, board members, "employees", or "volunteer workers"; or
  - b. Any employee benefit plan so defined by the Employee Retirement Income Security Act of 1974 operated for the benefit of your officers, directors, commissioners, board members, "employees", or "volunteer workers" including, but not limited to, pension plans, profit-sharing plans, group life insurance, group accident insurance, group health, medical, or hospitalization insurance.
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Claim" means:
  - a. A verbal or written demand for monetary damages or non-monetary relief because of a "wrongful act"; or
  - b. A verbal or written notice from any person or organization that it is their intent to seek monetary damages or non-monetary relief from an insured because of a "wrongful act";
  - c. A verbal or written request for remedial action by an insured because of a "wrongful act"."Claim" does not include any labor or grievance proceeding that is subject to a collective bargaining agreement.
6. "Coverage Territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **a.** above;
  - c. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.
7. "Discharge of professional duties" means work or operations performed by you or on your behalf as a fire department, ambulance company, rescue squad, emergency service association or other organization described in the Declarations. "Discharge of professional duties" includes, but is not limited to, training activities, fundraising, and community service.
8. "EEOC Proceeding" means an investigative proceeding before the Equal Employment Opportunity Commission or an adjudicatory or investigative proceeding before any similar federal, state, or local government body whose purpose is to address "Employment Related Practices".
9. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
10. "Employment contract" means a two-party contract between you and a single individual "employee". "Employment contract" does not mean a labor union contract or other collective bargaining agreement.

11. "Employment related practices" means any of the following actual or alleged acts, errors or omissions by you or any insured involving a current or former "employee" or "volunteer worker", applicant for employment, or "volunteer worker" applicant:
  - a. Discrimination based on race, ethnicity or national origin, religious or political affiliation, age or medical condition, disability or other protected characteristic of the Americans with Disabilities Act, gender, sexual orientation, marital status, or pregnancy.
  - b. Sexual or other illegal workplace harassment including offensive, intimidating, coercive, or unwelcome conduct, advances, contact or communications.
  - c. Wrongful dismissal, discharge, or termination of employment or volunteer duties including retaliatory or constructive discharge.
  - d. Breach of "employment contract", but we will not defend an employee in a "claim" made by the Named Insured against that employee.
  - e. Wrongful failure to employ or promote.
  - f. Wrongful deprivation of a career opportunity.
  - g. Wrongful disciplinary action.
  - h. Wrongful demotion or evaluation, or adverse change in the terms, conditions, or status of employment.
  - i. Employment-related invasion of privacy.
  - j. Employment-related defamation.
  - k. Employment-related wrongful infliction of emotional distress.
12. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
13. "Fire-Rescue Service" means any actual or alleged act, error or omission by you or any insured in:
  - a. Providing or failing to provide firefighting services;
  - b. Providing or failing to provide emergency rescue services;
  - c. Providing or failing to provide hazardous materials response services;
  - d. Providing or failing to provide first aid;
  - e. Providing or failing to provide professional services of an emergency medical technician (EMT), paramedic, or nurse, including:
    - (1) Furnishing or dispensing, or failing to furnish or dispense drugs, or surgical or medical supplies or devices;
    - (2) Providing or failing to provide ambulance or emergency medical transportation services; and
  - f. Dispatching or failing to dispatch personnel to provide any of the above services.
14. "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".
15. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
16. "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.
17. "Property "damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property; or
  - b. Loss of use of tangible property that is not physically injured.
18. "Suit" means a civil proceeding in which monetary damages are alleged or seeking remedial action because of a "wrongful act" to which this insurance applies. "Suit" shall include:

- a. An arbitration or other alternative dispute resolution proceeding to which an insured must submit, or does submit with our consent, alleging a "wrongful act"; and
  - b. A formal administrative or regulatory proceeding, including an "EEOC Proceeding", alleging a "wrongful act". "Suit" does not include any labor or grievance proceeding that is subject to a collective bargaining agreement.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Wrongful act" means:
  - a. An actual or alleged act, error or omission by you or any insured arising out of the "discharge of professional duties" of the Named Insured.
  - b. "Benefits administration".
  - c. "Employment related practices".
  - d. As respects your officers and board members, "wrongful act" shall include actual or alleged malfeasance, misfeasance, or nonfeasance relating to the duties of their office or board position.

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AGGREGATE LIMITS**

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This endorsement modifies the insurance provided under the following:

**EMERGENCY SERVICE LIABILITY COVERAGE FORM**

The following is added to Paragraph **2.** of **SECTION III - LIMITS OF INSURANCE:**

The Annual Aggregate Limit applies separately to each entity scheduled as a Named Insured on the Declarations. Also, the Annual Aggregate Limit applies separately to each of your locations owned by or rented to you. Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-MONETARY CLAIMS**

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This endorsement modifies the insurance provided under the following:

**EMERGENCY SERVICE LIABILITY COVERAGE FORM**

In the event of a "claim" or "suit" against the insured arising out of a "wrongful act," coverage for which is not otherwise excluded, seeking remedial action, or relief or redress in any form other than monetary damages, or a "claim" or "suit" involving the Fair Labor Standards Act, we will pay up to \$100,000 for reasonable legal expenses incurred by the insured in defending such "claim" or "suit." Any exclusion relating to the Fair Labor Standards Act does not apply to the coverage provided by this endorsement.

Reimbursable legal expenses are limited to:

- a. fees or expenses paid by the insured to an attorney or law firm;
- b. fees or expenses paid by the insured to the court having jurisdiction over such "claim" or "suit";
- c. fees or expenses paid by the insured to witnesses that testify on the insured's behalf except for any witness who is an insured;
- d. the cost of any required court bonds paid by the insured, but we do not have to provide such bonds.

In the event of multiple "claims" or "suits", all of which pertain to the same "wrongful act," or pertain to a series of related "wrongful acts", \$100,000 is the most we will pay for all covered legal expenses arising out of all such multiple "claims" and "suits" regardless of the number of "suits", "claims" or claimants.

Payment of such expenses will not reduce the limits of insurance otherwise available to "claims" or "suits" that pertain to the same "wrongful act" or series of related "wrongful acts".

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES – STACKING**

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This endorsement modifies the insurance provided under the following:

**EMERGENCY SERVICE LIABILITY COVERAGE FORM**  
**EMERGENCY SERVICE LIABILITY COVERAGE FORM (Claims-Made Coverage)**

**5. Other Coverage Or Policies Issued By Us** in **Section IV – Conditions** is amended to read as follows:

**5. Other Coverage Or Policies Issued By Us**

If this coverage and other coverage in this policy apply to the same "claim", the aggregate maximum limit of insurance under this policy shall not exceed the highest applicable limit of insurance under any one coverage form. This condition does not apply to any coverage issued by us specifically to apply as excess insurance over this coverage.

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

## **TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY  
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

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

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

**2.** We may cancel this policy:

- a.** By mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.

However, if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the first Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

- b. For the following reasons, if this policy does not provide coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
    - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
    - (2) If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
      - (a) Fraud in obtaining coverage;
      - (b) Failure to pay premiums when due;
      - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
      - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
      - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
  - c. For the following reasons, if this policy provides coverage to a governmental unit, as defined under 28 TEX. ADMIN. CODE, Section 5.7001 or on one- and two-family dwellings:
    - (1) If this policy has been in effect for less than 90 days, we may cancel coverage for any reason.
    - (2) If this policy has been in effect for 90 days or more, or if it is a renewal or continuation of a policy issued by us, we may cancel coverage, only for the following reasons:
      - (a) If the first Named Insured does not pay the premium or any portion of the premium when due;
      - (b) If the Texas Department of Insurance determines that continuation of this policy would result in violation of the Texas Insurance Code or any other law governing the business of insurance in Texas;
      - (c) If the Named Insured submits a fraudulent claim; or
      - (d) If there is an increase in the hazard within the control of the Named Insured which would produce an increase in rate.
- B.** The following condition is added and supersedes any provision to the contrary:
- Nonrenewal**
1. We may elect not to renew this policy except that, under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
  2. This paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.
 

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
  3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:
    - a. The first Named Insured; and
    - b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.
  4. If notice is mailed, proof of mailing will be sufficient proof of notice.
  5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FINES AND PENALTIES**

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This endorsement modifies the insurance provided under the following:

**EMERGENCY SERVICE LIABILITY COVERAGE FORM**

In the event of a "wrongful act" involving the violation of any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of individually identifiable health information, we will pay up to \$100,000 per policy period for fines and penalties assessed by a federal, state or local authority as a result of such violation.

Payment of such fines and penalties will not reduce the limits of insurance otherwise applicable to the "wrongful act".

**ARCH INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEMPORARY LIQUOR LIABILITY**

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This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Temporary Liquor Liability**

Paragraph **c. Liquor Liability** of **2. Exclusions** under **Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability** does not apply to “bodily injury” or “property damage” arising from the distribution, sale, service or furnishing of alcoholic beverages at or during events or functions you hold, lasting not more than 10 consecutive days, but only if you:

1. hold the temporary license or permit that is required by a state or local statute governing the sale or distribution of alcoholic beverages; or
2. are not required to hold a temporary license or permit by a state or local statute governing the sale or distribution of alcoholic beverages.