

IN THE SUPREME COURT OF THE STATE OF NEVADA

ASPEN SPECIALTY INSURANCE
COMPANY,

Petitioner,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA,
IN AND FOR THE COUNTY OF
CLARK; and THE HONORABLE
GLORIA STURMAN, DISTRICT JUDGE,
DEPT. 26,

Respondents,

ST. PAUL FIRE & MARINE
INSURANCE COMPANY; NATIONAL
UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA; and ROOF DECK
ENTERTAINMENT, LLC d/b/a
MARQUEE NIGHTCLUB

Real Parties in Interest.

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Case No. 81344*

District Court Case No. A-17-758902-C

**APPENDIX OF EXHIBITS TO
PETITION UNDER NRAP 21 FOR
WRIT OF MANDAMUS OR, IN THE
ALTERNATIVE,
PETITION FOR WRIT OF
PROHIBITION**

Volume XIX of XIX

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DOC NO.	DOCUMENT	VOL.	BATES NO.
1	[04/25/2018] St. Paul Fire & Marine Insurance Company's First Amended Complaint [filed under seal]	I	AA00001-AA00027
2	[08/29/2019] St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	I	AA00028-AA00051
3	[08/29/2019] Exhibits and Declaration of Marc J. Derewetzky in Support of St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	I, II	AA00052-AA00208
4	[08/29/2019] Request for Judicial Notice in Support of St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment Against Aspen Specialty Insurance Company	II	AA00209-AA00285
5	[09/13/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	II, III	AA00286-AA00312
6	[09/13/2019] Declaration of Nicholas B. Salerno in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00313-AA00315
7	[09/13/2019] Declaration of Bill Bonbrest in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00316-AA00318
8	[09/13/2019] Request for Judicial Notice in Support of Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Motion for Summary Judgment	III	AA00319-AA00322
9	[09/13/2019] Roof Deck Entertainment, LLC d/b/a Marquee Nightclub's Appendix of Exhibits in Support of Motion for Summary Judgment	III	AA00323-AA00411
10	[09/13/2019] National Union Fire Insurance Company of Pittsburgh PA's Motion for Summary Judgment	III	AA00412-AA00439

11	[09/13/2019] Declaration of Nicholas B. Salerno in Support of National Union Fire Insurance Company of Pittsburgh, PA's Motion for Summary Judgment	III	AA00440-AA00442
12	[09/13/2019] Declaration of Richard C. Perkins in Support of National Union Fire Insurance Company of Pittsburgh, PA's Motion for Summary Judgment	III, IV	AA00443-AA00507
13	[09/13/2019] National Union Fire Insurance Company of Pittsburgh PA's Appendix of Exhibits in Support of Motion for Summary Judgment	IV, V, VI, VII	AA00508-AA00937
14	[09/13/2019] Request for Judicial Notice in Support of National Union Fire Insurance Company of Pittsburgh PA's Motion for Summary Judgment	VII	AA00938-AA00941
15	[09/19/2019] Aspen Specialty Insurance Company's Opposition to St. Paul Fire & Marine Insurance Company's Motion for Partial Summary Judgment and Countermotion for Summary Judgment	VII, VIII	AA00942-AA01153
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43	St. Paul Fire and Marine Insurance Company Policy of Insurance issued to Premier Hotel Insurance Group (P2), Policy Number QK 06503290	XVII	AA02326-AA02387
44	National Union Fire Insurance Company of Pittsburgh, PA Policy of Insurance issued to The Restaurant Group et al, Policy Number BE 25414413	XVIII	AA02388-AA02448
45	Zurich American Insurance Company Policy of Insurance issued to Nevada Property I LLC, Policy Number PRA 9829242-01	XVIII, XIX	AA02449-AA02608

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"

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

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

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

g Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to

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

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

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

h Mobile Equipment

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

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

i War

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

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

j. Damage To Property

"Property damage" to

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance

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

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

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

k Damage To Your Product

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

l Damage To Your Work

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

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

m Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n Recall Of Products, Work Or Impaired Property

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

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

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

o Personal And Advertising Injury

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

p Electronic Data

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

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

q Distribution Of Material In Violation Of Statutes

"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, or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1 Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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

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

2 Exclusions

This insurance does not apply to

a Knowing Violation Of Rights Of Another

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

b Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d Criminal Acts

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

e. Contractual Liability

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

f Breach Of Contract

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

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

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

h Wrong Description Of Prices

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

i Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. 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 websites for others, or

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- (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 Distribution Of Material In Violation Of Statutes

"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, or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the 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

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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

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- (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 Paragraphs (1)(a) or (b) above, or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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- 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

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- (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 by attachment of an endorsement

- (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

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(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 website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2 "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, or

b Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

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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, by-laws or any other similar governing document

7 "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be

8 "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, or
- b. You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by 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, roadbeds, tunnel, underpass or crossing,
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage, or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities

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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 in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos"

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

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

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

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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, re-conditioned 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

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- (2) The providing of or failure to provide warnings or instructions
 - c Does not include vending machines or other property rented to or located for the use of others but not sold
- 22 "Your work"
- a Means
 - (1) Work or operations performed by you or on your behalf, and
 - (2) Materials, parts or equipment furnished in connection with such work or operations
 - b Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions

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LIQUOR LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – LIQUOR LIABILITY COVERAGE

1 Insuring Agreement

- a We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But

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

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

- b This insurance applies to "injury" only if
- (1) The "injury" occurs during the policy period in the "coverage territory", and

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

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

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

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

2 Exclusions

This insurance does not apply to

a Expected Or Intended Injury

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

b Workers' Compensation And Similar Laws

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

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c Employer's Liability

"Bodily injury" to

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

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

d Liquor License Not In Effect

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

e Your Product

"Injury" arising out of "your product" This exclusion does not apply to "injury" for which the insured or the insured's indemnities may be held liable by reason of

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

f Other Insurance

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

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

g War

"Injury", however caused, arising, directly or indirectly, out of

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

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

SUPPLEMENTARY PAYMENTS

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

1. All expenses we incur
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance We do not have to furnish these bonds
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work
4. All court costs taxed against the insured in the "suit" However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured
5. Prejudgment interest awarded against the insured on that part of the judgment we pay If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies

These payments will not reduce the limits of insurance

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as
 - a. An individual, you and your spouse are insureds
 - b. A partnership or joint venture, you are an insured Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business
 - c. A limited liability company, you are an insured Your members are also insureds, but only with respect to the conduct of your business Your managers are insureds, but only with respect to their duties as your managers

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- 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.

2 Each of the following is also an insured:

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

(1) "Injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business,
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above, or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.

(2) "Property damage" to property

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

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

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

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

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

- a Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier, and
- b Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

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

SECTION III — LIMITS OF INSURANCE

- 1 The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a Insureds,
 - b Claims made or "suits" brought, or
 - c Persons or organizations making claims or bringing "suits".
- 2 The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
- 3 Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

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

SECTION IV — LIQUOR LIABILITY CONDITIONS

1 Bankruptcy

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

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2 Duties In The Event Of Injury, Claim Or Suit

- a You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place,
 - (2) The names and addresses of any injured persons and witnesses, and
 - (3) The nature and location of any "injury"
- b If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received, and
 - (2) Notify us as soon as practicable

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

3 Legal Action Against Us

No person or organization has a right under this Coverage Part

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

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

4 Other Insurance

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

a Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b below

b Method Of Sharing

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

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

5 Premium Audit

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

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- 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. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time
- 2. "Coverage territory" means
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada,
 - b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a. above, or

- c. All other parts of the world if the "injury" arises out of

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

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to

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

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

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

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

7 "Property damage" means

a Physical injury to tangible property, including all resulting loss of use of that property All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or

b Loss of use of tangible property that is not physically injured All such loss of use shall be deemed to occur at the time of the occurrence that caused it

8 "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged "Suit" includes

a An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent, or

b Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent

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

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10 "Your product"

a Means

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

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2) The providing of or failure to provide warnings or instructions
- c Does not include vending machines or other property rented to or located for the use of others but not sold

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Fungi Or Bacteria Exclusion Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability and paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability

2. Exclusions

This insurance does not apply to

Fungi or Bacteria

- A "Bodily injury" "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of ingestion of, contact with, exposure to, existence of or presence of any
 - 1 "Fungi" or "bacteria" or
 - 2 Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria"
- B Loss costs or expenses arising out of the abating testing for monitoring cleaning up, removing containing treating, detoxifying neutralizing remediating or disposing of or in any way responding to, or assessing the effects of, "fungi" or "bacteria" by any insured or by any other person or entity
- C For the purposes of this exclusion the following definitions are added
 - 1 "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins "spores" scents or byproducts produced or released by fungi
 - 2 "Spores" means reproductive bodies produced by or arising out of "fungi"
 - 3 "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria

This exclusion does not apply to any "fungi" or "bacteria" that are, are on, or are contained in an edible good or edible product intended for human or animal consumption

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End	Producer No	Add'l. Prem	Return Prem

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

- A.** Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement
- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by
- 1 Your acts or omissions, or
 - 2 The acts or omissions of those acting on your behalf,
- and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization
- C.** However, regardless of the provisions of Paragraphs **A.** and **B.** above
- 1 We will not extend any insurance coverage to any additional insured person or organization
 - a That is not provided to you in this policy, or
 - b That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement, and
 - 2 We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of
 - a The Limits of Insurance provided to you in this policy, or
 - b The Limits of Insurance you are required to provide in the written contract or written agreement
- D.** The insurance provided to the additional insured person or organization does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including
- 1 The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, and
 - 2 Supervisory, inspection, architectural or engineering activities
- E.** The additional insured must see to it that
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim,
 - 2 We receive written notice of a claim or "suit" as soon as practicable, and

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- 3 A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F For the coverage provided by this endorsement

- 1 The following paragraph is added to Paragraph 4 a of the Other Insurance Condition of Section IV – Commercial General Liability Conditions

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- 2 The following paragraph is added to Paragraph 4 b of the Other Insurance Condition of Section IV – Commercial General Liability Conditions

This insurance is excess over

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

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Lead Liability Exclusion

Policy No	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

The following exclusion is added to Paragraph 2 Exclusions, of Section 1 - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2 Exclusions, of Coverage B - Personal And Advertising Injury Liability

This insurance does not apply to

Lead

- (1) "Bodily injury" "property damage" or "personal and advertising injury" arising out of or resulting from caused by or related to the actual alleged or threatened
 - (a) Exposure to or existence of lead, paint containing lead or any other material product or substance containing lead, or
 - (b) Manufacture distribution sale resale re-branding installation, repair removal encapsulation abatement, replacement or handling of lead paint containing lead, or any other material product or substance containing leadwhether the lead is or was at any time airborne, ingested inhaled, absorbed transmitted in any fashion, or found in any form whatsoever or whether any other cause, event material product or substance contributed concurrently or in any sequence to the injury or damage;
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any
 - (a) Request demand order or statutory or regulatory requirement that any insured or others test for sample, monitor clean up remove abate cover contain, treat mitigate or neutralize lead paint containing lead or any other material product or substance containing lead or in any way respond to, or assess the effects of lead in any form or
 - (b) Claim or "suit" for damages relating to testing for, sampling monitoring cleaning up, removing abating covering containing, treating mitigating or neutralizing lead paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form
- (3) Any other loss cost or expense arising out of, caused by or relating in any way to lead

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General Liability Supplemental Coverage Endorsement



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to **Section II – Who Is An Insured**:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period,
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part, or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of **Section II – Who Is An Insured** does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3 of **Section II – Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, 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 180th 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.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

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- 2 The last paragraph of Section II — Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision

C. Insured Status — Employees

Paragraph 2 a.(1) of Section II — Who Is An Insured is replaced by the following

2. Each of the following is also an insured

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

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

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

However

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed

D Additional Insureds — Lessees of Premises

Section II — Who Is An Insured is amended to include as an insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee

This provision does not apply

(1) Liability arising out of such person's or organization's sole negligence, or

- (2) After the person or organization ceases to lease or rent premises from you

E Additional Insured – Vendors

The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard"

Section II – Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions

- 1 The insurance afforded the vendor does not apply to
 - a "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement,
 - b Any express warranty unauthorized by you,
 - c Any physical or chemical change in the product made intentionally by the vendor,
 - d Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
 - e Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,
 - f Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
 - g Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
 - h "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to
 - (1) The exceptions contained in Subparagraphs d or f, or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products
- 2 This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products
- 3 This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part

F Additional Insured – Managers, Lessors or Governmental Entity

Section II – Who Is An Insured is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

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- a Your acts or omissions, or
- b The acts or omission of those acting on your behalf, and

resulting directly from

- a Operations performed by you or on your behalf for which the state or political subdivision has issued a permit,
- b Ownership, maintenance, occupancy or use of premises by you, or
- c Maintenance, operation or use by you of equipment leased to you by such person or organization

This provision does not apply

- a Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury",
- b To any person or organization
 - (1) For "bodily injury", "property damage" or "personal and advertising injury" arising out of its sole negligence,
 - (2) Included as an insured under Paragraph 3 of Section II – Who Is An Insured,
- c To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires,
- d To any
 - (1) Owners or other interests from whom land has been leased by you, or
 - (2) Managers or lessors of premises, if
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises,
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor, or
 - (c) The premises are excluded under this Coverage Part

G Damage to Premises Rented or Occupied by You

- 1 The last paragraph under Paragraph 2, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

Exclusions c through n do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance

- 2 Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following

- 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 one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner

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H Broadened Contractual Liability

Definition 9 in **Section V – Definitions** is replaced by the following

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 "specific perils" 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,
- 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", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, 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 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

(2) 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 Paragraph (1) above and supervisory, inspection, architectural or engineering activities

I Definition – Specific Perils

The following definition is added to **Section V – Definitions**

"Specific perils" mean

- a. Fire,
- b. Lightning,
- c. Explosion,
- d. Windstorm or hail,
- e. Smoke,
- f. Aircraft or vehicles,
- g. Vandalism,
- h. Weight of snow, ice or sleet,
- i. Leakage from fire extinguishing equipment, including sprinklers, or

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- J Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam

J **Limited Contractual Liability Coverage – Personal and Advertising Injury**

- 1 Exclusion e of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following

2. **Exclusions**

This insurance does not apply to

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

- (1) Liability for damages that the insured would have in the absence of the contract or agreement, or

- (2) Liability for "personal and advertising injury" if

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment,
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement, and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement, and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged

2. Paragraph 2 d of **Section I – Supplementary Payments – Coverages A And B** is replaced by the following

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

- 3 The following is added to the paragraph directly following Paragraph 2 f of **Section I – Supplementary Payments – Coverages A And B**

Notwithstanding the provisions of Paragraph 2 e (2) of **Section I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance

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K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**

Paragraphs **1 b** and **1 d**. are replaced by the following

- b** Up to \$2,500 for the 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
- 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 \$500 a day because of time off from work

L. Broadened Property Damage

1 Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 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**

2 Elevator Property Damage

- a** The following is added to Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy

- b** The following is added to **Section III – Limits Of Insurance**

Subject to Paragraphs **2**, **3** and **5** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence"

3 Property Damage to Borrowed Equipment

- a** The following is added to Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite

- b** The following is added to **Section III – Limits Of Insurance**

Subject to Paragraphs **2**, **3** and **5** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 per "occurrence"

M. Expected or Intended Injury or Damage

Exclusion **a** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

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a Expected Or Intended Injury Or Damage

"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.

N. Definition – Bodily Injury

Definition 3 in **Section V – Definitions** is replaced by the following

- 3 "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O Insured Status – Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for

a "Bodily injury" to

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities, or

b "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by

- (1) Your "employee", "volunteer worker" or any person you sponsor, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

P Non-Owned Aircraft and Watercraft

Exclusion g of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

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 51 feet long, and

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- (b) Not being used to carry persons 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,
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured, or
- (6) "Bodily injury" or "property damage" arising out of
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f (2) or f (3) of the definition of "mobile equipment"

Q Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1 Definitions 10 and 19 in Section V – Definitions are replaced by the following
 - 10 "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business "Leased worker" does not include a "temporary worker"
 - 19 "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions "Temporary worker" does not include a "leased worker"
- 2 The following definition is added to Section V – Definitions

"Labor leasing firm" means any person or organization who hires out workers to others, including any

 - a Employment agency, contractor or services,
 - b Professional employer organization, or
 - c Temporary help service

R. Definition – Mobile Equipment

Paragraph f of Definition 12 in Section V – Definitions is replaced by the following

- 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, exceeding a combined gross vehicle weight of 1000 pounds, 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

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- (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

S Definitions — Your Product and Your Work

Definitions 21 and 22. in **Section V — Definitions** are replaced by the following

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, use, handling, maintenance, operation or safety 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, services or operations performed by you or on your behalf, and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations

b Includes

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

T Priority Condition

The following paragraph is added to **Section III — Limits Of Insurance**

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In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order

- (a) You,
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees", and
- (c) Any other insured in any order that we choose

U Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2, **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions**

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1 of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V Other Insurance Condition

Paragraphs 4 a and 4 b (1) of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions** are replaced by the following

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. This insurance is primary insurance as respects our coverage to the additional insured person or organization where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured. Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

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 property insurance, Builder's Risk, Installation Risk or similar coverage for "your work".

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- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner,
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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,
- (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, or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to

Equipment you borrow from others at a jobsite, or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis

W Unintentional Failure to Disclose All Hazards

Paragraph 6 Representations of Section IV – Commercial General Liability Conditions is replaced by the following

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

Coverage will continue to apply if you unintentionally

- a Fail to disclose all hazards existing at the inception of this policy, or
- b Make an error, omission or improper description of premises or other statement of information stated in this policy

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part

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X. Waiver of Right of Subrogation

Paragraph 8 Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following

8 Transfer Of Rights Of Recovery Against Others To Us

- a. 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.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

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**General Liability Supplemental Coverage Endorsement
Quick Reference**

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Asbestos Exclusion Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2 Exclusions of Section 1 - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability

2. Exclusions

This insurance does not apply to

Asbestos

- A "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part but for the actual alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage, or
- B. Any sums that any insured or other entity must pay, repay or reimburse because of any
 - 1. Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, or
 - 2. Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, or
- C. Any other loss, cost or expense arising out of or relating in any way to asbestos

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LIQUOR LIABILITY COVERAGE PART - SCHEDULE

Insurance for this coverage part provided by
ZURICH AMERICAN INSURANCE COMPANY

Prem No	Bldg No	Class Code	Exposure	Premium Base
001	001	58161	\$50,000,000	PER 1,000 OF GROSS SALES
Class Description RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES				
Rate			Premium	
[REDACTED]			\$ [REDACTED]	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	

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Emergency Medical Technicians Liability Endorsement - Occurrence



Policy No	Eff Date Of Pol	Exp Date Of Pol	Eff Date Of End	Producer	Addl Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Named Insured

Address (including ZIP Code)

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Form

1. Section I – Coverages is amended by the addition of the following

SECTION I – COVERAGE

COVERAGES D. MEDICAL INCIDENT LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages arising out of a "medical incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But

(1) The amount we will pay for damages is limited as described in the LIMITS OF INSURANCE (SECTION III), and

(2) Our right and duty of 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 D 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, B AND D

- b. This insurance applies to "medical incidents" only if

(1) The "medical incident" occurs in the "coverage territory" and
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- (2) The "medical incident" occurs during the policy period

2. Exclusions

All of the Exclusion applicable to Coverage A apply to Coverage D. In addition the following Exclusions apply to Coverage D

This insurance does not apply to

- a. Any hospital or clinic (whether or not owned or operated by the Named Insured) or any "employee" volunteer, or independent contractor of such hospital or clinic
- b. Any physician or nurse,
- c. Any criminal, fraudulent, or dishonest act or omission
- d. "Bodily injury" to
- (1) An "employee" volunteer or independent contractor of the Named Insured whether or not arising out of and in the course of employment by the insured
- (2) The spouse, child, parent, brother or sister of that "employee" or volunteer or an independent contractor as a consequence of (1) above

This exclusion applies

- (1) Whether the Named 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 "bodily injury"

2. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is renamed SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D
References to SUPPLEMENTARY PAYMENTS – COVERAGES A AND B are changed to read SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

3. Paragraph 2 a (1)(d) of Section II – WHO IS AN INSURED is replaced by the following

- (d) Arising out of his or her providing or failing to provide professional health care services other than while acting within the scope of his or her authority as an emergency medical technician as delegated pursuant to the insured's governmental function

4. The following paragraph is added to part 2 of Section II – WHO IS AN INSURED

- e. Any "employee" or volunteer of the named insured's fire ambulance or rescue services agency(ies) properly listed on the Named Insured's official roster as an emergency medical technician while acting within the scope of the authority granted to such "employee" or volunteer by such agency(ies) while responding to any Disaster Agency or Civil Defense call to duty

5 Additional Definition

The following is added to Section V – DEFINITIONS

Medical Incident

"Medical incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the

personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident". "Medical incident" does not include any emotional, physical, or sexual abuse of any patient or professional medical care services recipient

6. All references in the Commercial General Liability Coverage Part to Coverage A are corrected to read Coverages A and D. All references in the Commercial General Liability Coverage Part to Coverages A and B are changed to read Coverages A, B, or D

7 Paragraph 2 of Section III, LIMITS OF INSURANCE, is replaced by the following

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 and Coverage D except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
- c. Damages under Coverage B

8 Paragraph 5 of Section III, LIMITS OF INSURANCE, is replaced by the following

5. Subject to 2 and 3 above, whichever applies the Each Occurrence Limit is the most we will pay for the sum of

- a. Damages under Coverages A and D, and
- b. Medical expenses under Coverage C

because of all "bodily injury", "property damage" and "property damage" and "medical incidents" arising out of one event or "occurrence"

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Deductible Endorsement Claims-Made

Policy No	Exp Date of Pol	Eff Date of End	Agency No	Addl Prem	Return Prem

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
Employee Benefits Liability Coverage Part

It is agreed that the following deductible provisions are added to the policy as respects the Employee Benefit Liability Coverage Part

Deductible: \$ \$1,000

1. The deductible amount stated above shall be deducted from the amount of all "claims" arising out of the same act error or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable on a per "claim" basis. The Aggregate Limit will not be reduced by the application of such deductible.

2. The terms of this Coverage Part apply regardless of the application of the deductible amount. This includes those terms with respect to:
 - a. Our rights and duties with respect to the defense of "suits", and
 - b. The "insured's" duties in the event of an act, error, or omission or a "claim" or "suit"
3. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit". You shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

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RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion q of Paragraph 2 Exclusions of Section 1 – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following

2 Exclusions

This insurance does not apply to

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 Transaction 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

- B. Exclusion p of Paragraph 2 Exclusions of Section 1 – Coverage B – Personal And Advertising Injury Liability is replaced by the following

2 Exclusions

This insurance does not apply to

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 Transaction 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

DEUTSCHE BANK AG
60 WALL STREET
NEW YORK, NEW YORK 10005

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

- 1 WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of
 - a Their financial control of you, or
 - b Premises they own, maintain or control while you lease or occupy these premises
- 2 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to

"Bodily injury" to

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

This exclusion applies

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

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

This insurance does not apply to

"Personal and advertising injury" to

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

This exclusion applies

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION
WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to

F. Pollution

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

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated

- (a) At 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, or

- (b) At 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 to test for monitor clean up, remove, contain, treat detoxify 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"

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ZURICH AMERICAN INSURANCE COMPANY

**CRIME AND FIDELITY COVERAGE
PART DECLARATIONS
(COMMERCIAL ENTITIES)**

The Crime And Fidelity Coverage Part (Commercial Entities) consists of this Declarations Form and the Commercial Crime Coverage Form

Coverage Is Written

☒ Primary

☐ Excess

☐ Coindemnity

☐ Concurrent

Employee Benefit Plan(s) Included As Insureds

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1 Employee Theft	NOT COVERED	
2 Forgery Or Alteration	NOT COVERED	
3 Inside The Premises – Theft Of Money And Securities	NOT COVERED	
4 Inside The Premises – Robbery Or Safe Burglary Of Other Property	NOT COVERED	
5 Outside The Premises	NOT COVERED	
6 Computer Fraud	NOT COVERED	
7 Funds Transfer Fraud	NOT COVERED	
8 Money Orders And Counterfeit Money	NOT COVERED	

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted

If Added By Endorsement

Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
SEE CRIME SCHEDULE		

Endorsements Forming Part Of This Coverage Part When Issued
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

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Cancellation Of Prior Insurance Issued By Us
By acceptance of this Coverage Part you give us notice cancelling prior policy Nos
the cancellation to be effective at the time this Coverage Part becomes effective

Countersignature Of Authorized Representative
Name
Title
Signature
Date

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Policy Number
PRA 9829242-01

COMMERCIAL CRIME COVERAGE SCHEDULE

ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M, Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

Location of Premises

Loc No	Bldg No		Limit of Insurance	Deductible Amount
001	001			
<input checked="" type="checkbox"/>		GUESTS' PROPERTY - IN SAFE DEP. BOXES	\$ 250,000	\$ 2,500
<input checked="" type="checkbox"/>		GUESTS' PROPERTY - PREMISES	\$ 500,000	\$ 2,500
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Location of Premises

Loc No	Bldg No		Limit of Insurance	Deductible Amount
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Location of Premises

Loc No	Bldg No		Limit of Insurance	Deductible Amount
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COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

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

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E 1 k or E.1 l, which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E 1 g.

1 Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2 Forgery Or Alteration

a We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you, or

(2) Made or drawn by one acting as your agent,

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b If you are sued for refusing to pay any instrument covered in Paragraph 2 a, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3 Inside The Premises – Theft Of Money And Securities

a We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises", or

(2) Resulting directly from disappearance or destruction.

b We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4 Inside The Premises – Robbery Or Safe Burglary Of Other Property

a We will pay for loss of or damage to "other property":

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian", or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

b We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

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- c We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary"

5 Outside The Premises

- a We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction
- b We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery"

6 Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises"

- a To a person (other than a "messenger") outside those "premises", or
- b To a place outside those "premises"

7 Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account"

8 Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services

- a Money orders issued by any post office, express company or bank that are not paid upon presentation, or
- b "Counterfeit money" that is acquired during the regular course of business

B Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages

C Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance

D Exclusions

1. This insurance does not cover

a Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by

- (1) You, or
- (2) Any of your partners or "members", whether acting alone or in collusion with other persons

b Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations

c Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives

- (1) Whether acting alone or in collusion with other persons, or
- (2) While performing services for you or otherwise,

except when covered under Insuring Agreement A.1

d Confidential Information

Loss resulting from

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists, or

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- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information
- e **Governmental Action**
Loss resulting from seizure or destruction of property by order of governmental authority
- f **Indirect Loss**
Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from
 - (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property"
 - (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance
 - (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance
- g **Legal Fees, Costs And Expenses**
Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2
- h. **Nuclear Hazard**
Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused
- i **Pollution**
Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of 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

- j **War And Military Action**
Loss or damage resulting from
 - (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
- 2 Insuring Agreement A.1. does not cover
 - a **Inventory Shortages**
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon
 - (1) An inventory computation, or
 - (2) A profit and loss computation
 However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed
 - b **Trading**
Loss resulting from trading, whether in your name or in a genuine or fictitious account
 - c **Warehouse Receipts**
Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it
- 3 Insuring Agreements A.3, A.4 and A.5 do not cover
 - a **Accounting Or Arithmetical Errors Or Omissions**
Loss resulting from accounting or arithmetical errors or omissions
 - b **Exchanges Or Purchases**
Loss resulting from the giving or surrendering of property in any exchange or purchase

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c Fire

Loss or damage resulting from fire, however caused, except

- (1) Loss of or damage to "money" and "securities", and
- (2) Loss from damage to a safe or vault

d Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device

e Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them

f Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises"
 - (a) On the basis of unauthorized instructions,
 - (b) As a result of a threat to do bodily harm to any person,
 - (c) As a result of a threat to do damage to any property,
 - (d) As a result of a threat to introduce a denial of service attack into your computer system,
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system,
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods, or
 - (g) As a result of a threat to disseminate, divulge or utilize
 - (i) Your confidential information, or
 - (ii) Weaknesses in the source code within your computer system

- (2) But, this Exclusion does not apply under Insuring Agreement **A.5** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you

- (a) Had no knowledge of any threat at the time the conveyance began, or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat

g Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property

4 Insuring Agreement A.6 does not cover

a Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards

b Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account"

c Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon

- (1) An inventory computation, or
- (2) A profit and loss computation

5 Insuring Agreement A.7 does not cover

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property"

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E. Conditions

The following Conditions apply in addition to the Common Policy Conditions

1 Conditions Applicable To All Insuring Agreements

a Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations

b Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning

- (1) This insurance,
- (2) The property covered under this insurance,
- (3) Your interest in the property covered under this insurance, or
- (4) A claim under this insurance

c Consolidation — Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium, but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities

d Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions

e Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1 or A.2) involves a violation of law, you must also notify the local law enforcement authorities
- (2) Submit to examination under oath at our request and give us a signed statement of your answers
- (3) Produce for our examination all pertinent records
- (4) Give us a detailed, sworn proof of loss within 120 days
- (5) Cooperate with us in the investigation and settlement of any claim

f Employee Benefit Plans

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement A.1
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement A.1 that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured

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- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1** is replaced by the following

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss
- (5) If two or more Plans are insured under this insurance, any payment we make for loss
- (a) Sustained by two or more Plans, or
 - (b) Of commingled "funds" or "other property" of two or more Plans,
- resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss
- (6) The Deductible Amount applicable to Insuring Agreement **A.1** does not apply to loss sustained by any Plan

g Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you

- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans"

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you
- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date
 - (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans"
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss

i Legal Action Against Us

You may not bring any legal action against us involving loss

- (1) Unless you have complied with all the terms of this insurance,
- (2) Until 90 days after you have filed proof of loss with us, and
- (3) Unless brought within 2 years from the date you "discovered" the loss

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If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place

- (a) Partly during the Policy Period shown in the Declarations, and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest,

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided

- (a) This insurance became effective at the time of cancellation of the prior insurance, and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence"

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance

(3) In settling loss subject to this Condition

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance

We will not apply any other Deductible Amount that may have been applicable to the loss

- (4) The following examples demonstrate how we will settle losses subject to this Condition E 1 k:

EXAMPLE NO. 1

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500

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The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

- 1 The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
- 2 The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

- 1 The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
- 2 The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE NO. 3.

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B is \$250,000, under Policy C is \$600,000 and under Policy D is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

- 1 The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
- 2 The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
- 3 The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
- 4 We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

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l. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided
- (a) This insurance became effective at the time of cancellation of the prior insurance, and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence"
- (2) In settling loss subject to this Condition
- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance
- (3) The insurance provided under this Condition is subject to the following
- (a) If loss covered under this Condition is also partially covered under Condition E 1 k, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E 1 k
 - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under
 - (i) This insurance as of its effective date, or
 - (ii) The prior cancelled insurance had it remained in effect

m. Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows

(1) Primary Insurance

When this insurance is written as primary insurance, and

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not, or
 - (ii) The Deductible Amount shown in the Declarations,whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance

(2) Excess Insurance

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance

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n Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property

- (1) That you own or lease, or
- (2) That you hold for others whether or not you are legally liable for the loss of such property

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p Recoveries

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery.
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance,
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim,
 - (c) Third, to you in satisfaction of any Deductible Amount, and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery.
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit, or
 - (b) Of original "securities" after duplicates of them have been issued.

q Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s Valuation – Settlement

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America.
 - (i) At face value in the "money" issued by that country, or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered".
 - (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:
 - (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities", or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Market value of the "securities" at the close of business on the day the loss was "discovered", or
 - ii. The Limit of Insurance applicable to the "securities".

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- (c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose,
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property, or
- (iii) The Limit of Insurance applicable to the lost or damaged property

With regard to Paragraphs s (1)(c)(i) through s (1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage

- i. Until the lost or damaged property is actually repaired or replaced, and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis

- (2) We will, at your option, settle loss or damage to property other than "money"
- (a) In the "money" of the country in which the loss or damage occurred, or
 - (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered"
- (3) Any property that we pay for or replace becomes our property

2. Conditions Applicable To Insuring Agreement A.1.

a Termination As To Any Employee

This Insuring Agreement terminates as to any "employee"

- (1) As soon as

- (a) You, or
- (b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee",

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E 1 q for a period of not more than 90 consecutive days

3. Conditions Applicable To Insuring Agreement A.2

a Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2

b Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures

c Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss

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d Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E 1 q does not apply to Insuring Agreement A.2

4 Conditions Applicable To Insuring Agreements A.4 And A.5

a Armored Motor Vehicle Companies

Under Insuring Agreement A.5, we will only pay for the amount of loss you cannot recover

- (1) Under your contract with the armored motor vehicle company, and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company

b Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles, or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them

5 Conditions Applicable To Insuring Agreement A.6

a Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them

b Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E 1 q does not apply to Insuring Agreement A.6

F Definitions

- 1 "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository

- 2 "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine

- 3 "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor

- 4 "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance

5. "Employee"

a "Employee" means

- (1) Any natural person

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions, and
- (c) Who you have the right to direct and control while performing services for you,

- (2) Any natural person who is furnished temporarily to you

- (a) To substitute for a permanent "employee" as defined in Paragraph a (1), who is on leave, or

- (b) To meet seasonal or short-term work load conditions,

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises",

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- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a (2),
- (4) Any natural person who is
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan", and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan",
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you,
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises",
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy, or
- (8) Any of your "managers", directors or trustees while
 - (a) Performing acts within the scope of the usual duties of an "employee", or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf
- b "Employee" does not mean

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5 a
- 6 "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto
- 7 "Forgery" means the signing of the name of another person or organization with intent to deceive, it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose
- 8. "Fraudulent instruction" means
 - a An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent,
 - b A written instruction (other than those described in Insuring Agreement A.2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent, or
 - c An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent
- 9 "Funds" means "money" and "securities"
- 10. "Manager" means a person serving in a directorial capacity for a limited liability company
- 11 "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager"
- 12 "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises"
- 13 "Money" means
 - a Currency, coins and bank notes in current use and having a face value, and
 - b Travelers checks, register checks and money orders held for sale to the public
- 14 "Occurrence" means
 - a Under Insuring Agreement A.1 :
 - (1) An individual act,
 - (2) The combined total of all separate acts whether or not related, or

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- (3) A series of acts whether or not related, committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition **E 1 k**, or **E 1 l**
- b. Under Insuring Agreement **A.2**,
- (1) An individual act,
- (2) The combined total of all separate acts whether or not related, or
- (3) A series of acts whether or not related, committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition **E 1 k** or **E 1 l**
- c. Under All Other Insuring Agreements
- (1) An individual act or event,
- (2) The combined total of all separate acts or events whether or not related, or
- (3) A series of acts or events whether or not related, committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition **E 1 k** or **E 1 l**
- 15 "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance
- 16 "Premises" means the interior of that portion of any building you occupy in conducting your business
- 17 "Robbery" means the unlawful taking of property from the care and custody of a person by one who has
- a Caused or threatened to cause that person bodily harm, or
- b Committed an obviously unlawful act witnessed by that person
- 18 "Safe burglary" means the unlawful taking of
- a Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, or
- b A safe or vault from inside the "premises"
- 19 "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes
- a Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and
- b Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you,
- but does not include "money"
- 20 "Theft" means the unlawful taking of property to the deprivation of the Insured
- 21 "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds"
- a By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system, or
- b By means of written instructions (other than those described in Insuring Agreement **A.2**) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system
- 22 "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GUESTS' PROPERTY

This endorsement modifies insurance provided under the following

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY**SCHEDULE**

<input checked="" type="checkbox"/> Guests' Property – In Safe Deposit Boxes			
Address Of Premises	Limit Of Insurance Per Occurrence		Deductible Amount Per Occurrence
001/001 3708 LAS VEGAS BLVD LAS VEGAS, NV	\$ 250,000		\$ 2,500
<input checked="" type="checkbox"/> Guests' Property – Inside The Premises			
Address Of Premises	Limit Of Insurance		Deductible Amount Per Occurrence
	Per Guest	Per Occurrence	
001/001 3708 LAS VEGAS BLVD LAS VEGAS, NV	SEE CR 35 33		\$ 2,500
Information required to complete this Schedule, if not shown above, will be shown in the Declarations			

With regard to this Guests' Property Endorsement, the provisions of the coverage form or policy to which this endorsement is attached apply, unless modified by this endorsement

- 1 The following section(s) of this Insuring Agreement for which a Limit of Insurance is shown in the Schedule, is added to Section A. **Insuring Agreements**

a Guests' Property – In Safe Deposit Boxes

We will pay for loss of or damage to "guests' property" for which you are legally liable while the property is in a safe deposit box inside the "premises"

b Guests' Property – Inside The Premises

We will pay for loss of or damage to "guests' property" for which you are legally liable while the property is inside the "premises" or in your possession

If you are sued for refusing to pay for loss of or damage to "guests' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the applicable Limit of Insurance shown in the Schedule

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2 Section B. Limit Of Insurance is replaced by the following

- a Under Paragraph 1 a, the most we will pay for all loss resulting directly from an "occurrence" is the Limit of Insurance shown in the Schedule
- b Under Paragraph 1 b
 - (1) The most we will pay in the aggregate for all loss resulting directly from an "occurrence" is the Per Occurrence Limit of Insurance shown in the Schedule
 - (2) Subject to Paragraph 2 b.(1), the most we will pay for all loss resulting directly from an "occurrence" for any one guest, is the Per Guest Limit of Insurance shown in the Schedule

3 Section C Deductible is replaced by the following

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Schedule. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

4 Under Section D Exclusions

- a The Acts Of Employees, Managers, Directors, Trustees Or Representatives Exclusion and the Legal Fees, Costs And Expenses Exclusion do not apply to this Insuring Agreement
- b The following exclusions are added
This Insuring Agreement does not cover
 - (1) Loss resulting from liability you assume under any written agreement. However this exclusion does not apply under Paragraph 1 b, to any written agreement entered into with a guest before the "occurrence" of any loss or damage that increases to an amount not exceeding \$1,000 any lesser amount you may otherwise be liable for under any statute
 - (2) Loss of or damage to property resulting from fire, however caused
 - (3) Under Paragraph 1 b, loss of or damage to property resulting from the spilling, upsetting or leaking of any food or liquid
 - (4) Loss of or damage to property resulting from insects, animals, wear and tear, gradual deterioration or inherent vice

(5) Under Paragraph 1 b, loss of or damage to property while in your care and custody for laundering or cleaning

(6) Loss resulting from your release of any other person or organization from legal liability

(7) Under Paragraph 1 b, loss of or damage to samples or articles carried or held for sale or delivery after sale

(8) Under Paragraph 1 b, loss of or damage to any vehicle including

(a) Its equipment and accessories, and

(b) Any property contained in or on a vehicle

5 Under Section E Conditions

a The Records Condition does not apply to this Insuring Agreement

b The following condition is added

Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement

c The **Ownership Of Property, Interests Covered** Condition is replaced by the following

The property covered under this Insuring Agreement is limited to property belonging to your guests while the property is in a safe deposit box, inside the "premises" or in your possession

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your guest. Any claim for loss that is covered under this Insuring Agreement must be presented by you

6 Under Section F Definitions

a The following definition is added

"Guests' property" means "money", "securities" and "other property" belonging to your guest

b The definition of "premises" is replaced by the following

"Premises" means the interior of that portion of any building at the address shown in the Schedule that you occupy in conducting your business

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE PROPERTY IN CUSTODY OF LAUNDRY OR CLEANER

This endorsement modifies insurance provided under the following

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY

and applies to Section 1 b of the Guests' Property Insuring Agreement

- 1 We will pay for loss or damage to property belonging to your guests while the property is in your care and custody for laundering or cleaning
- 2 Exclusion 4 b (5) of the Insuring Agreement is deleted

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MORA - 005472

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AA02552

POLICY NUMBER PRA 9829242-01

CRIME AND FIDELITY
CR 35 33 08 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCREASE LIMIT OF INSURANCE PER GUEST

This endorsement modifies insurance provided under the following

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY

and applies to Section **1 b** of the Guests' Property Insuring Agreement

SCHEDULE

Limit Of Insurance		
Per Guest	\$	25,000
Per Occurrence	\$	500,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations		

The Limits of Insurance per guest and per "occurrence" shown in the Declarations is increased to the amount shown in the Schedule

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MORA - 005473

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AA02553

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business

B. Changes In General Conditions

Paragraph 5 b of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms, Paragraph 5 d of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph 5 f of the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own

- 1 Any covered "auto" you lease, hire, rent or borrow, and
- 2 Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

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MORA - 005474

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AA02554

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Agency No	Addl Prem	Return Prem
-----------	-----------------	-----------------	-----------------	-----------	-----------	-------------

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP code):

This endorsement modifies insurance provided under the

Business Auto Coverage Form

Truckers Coverage Form

Garage Coverage Form

Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization

ALL PERSONS AND / OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance, or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver applies only to the designated person or organization shown in the schedule.

Countersigned _____ Date _____
Authorized Representative

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AA02555



THIS NOTICE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND
CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**NOTICE REGARDING TERRORISM PREMIUM
(FOR COMMERCIAL AUTOMOBILE INSURANCE)**

SCHEDULE*

Premium attributable to risk of loss resulting from terrorism for the Commercial Automobile line of insurance
INCLUDED

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

A. Terrorism Risk Insurance Act ("TRIA")

The Commercial Automobile line is not part of TRIA. On December 22, 2005, the President of the United States signed the first TRIA extension act into law and at that time, the Commercial Auto line was removed from the program. The federal government does not share in Commercial Automobile terrorism losses.

B. Disclosure of Terrorism Premium

We have elected to provide notice to you of the amount of the total policy premium attributable to the risk of loss from terrorism for the Commercial Automobile line of insurance.

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AA02556

POLICY NUMBER

PRA 9829242-01

COMMERCIAL AUTO

ZURICH AMERICAN INSURANCE COMPANY

1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER

MCGRIFF SEIBELS & WILLIAMS

NAMED INSURED

NEVADA PROPERTY I LLC

(SEE NAMED INSURED ENDORSEMENT)

MAILING ADDRESS

4285 POLARIS

LAS VEGAS, NV 89103-4132

POLICY PERIODFrom 11-01-2011 to 11-01-2012 at 12 01 A M Standard Time at your
mailing address shown above**PREVIOUS POLICY NUMBER**

PRA 9829242-00

FORM OF BUSINESS☐

CORPORATION

☒

LIMITED LIABILITY COMPANY

☐

INDIVIDUAL

☐

PARTNERSHIP

☐

OTHER

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

Premium shown is payable at inception \$								
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/>	ANNUALLY	<input type="checkbox"/>	SEMI-ANNUALLY	<input type="checkbox"/>	QUARTERLY	<input type="checkbox"/>	MONTHLY

ENDORSEMENTS ATTACHED TO THIS POLICY

IL 00 17 - Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 - Broad Form Nuclear Exclusion (Not Applicable in New York)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED

BY

(Date)

(Authorized Representative)

NOTE

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

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MORA - 005477

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ITEM TWO

SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
LIABILITY	1	\$1,000,000	\$ [REDACTED]
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P I P ENDORSEMENT MINUS DEDUCTIBLE	
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P I P ENDORSEMENT	
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE P P I ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT	
AUTO MEDICAL PAYMENTS	2	\$ 5,000	\$ [REDACTED]
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT	
UNINSURED MOTORISTS	2	\$ 1,000,000	\$ [REDACTED]
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	SEE ENDT	[REDACTED]
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING See ITEM FOUR For Hired or Borrowed Autos	\$ [REDACTED]
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM See ITEM FOUR For Hired Or Borrowed Autos	
PHYSICAL DAMAGE COLLISION COVERAGE	2, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE ENDT DEDUCTIBLE, FOR EACH COVERED AUTO See ITEM FOUR For Hired Or Borrowed Autos	\$ [REDACTED]
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO	
TAX/SURCHARGE/FEE			
PREMIUM FOR ENDORSEMENTS			\$ [REDACTED]
*ESTIMATED TOTAL PREMIUM			\$ [REDACTED]

*This policy may be subject to final audit.

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ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No	DESCRIPTION		PURCHASED		TERRITORY
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Original Cost New	Actual Cost & NEW (N) or USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged
NV1	2008, CHEVROLET IMPALA LS, 2G1WB58N581319307		\$ 22,000	ACV	LAS VEGAS NV, 109
NV2	2010, FORD RANGER, 1FTKR1AD4APA48146		\$ 20,000	ACV	LAS VEGAS NV, 109
NV3	2010, FORD F250 SUPER DUTY, 1FTSW2A50AEA56294		\$ 35,190	ACV	LAS VEGAS NV, 109
NV4	2010, FORD TRANSIT CONNECT XLT, NMOKS9EN9AT016095		\$ 24,000	ACV	LAS VEGAS NV, 109
NV5	2011, INTERNATIONAL 4000 SERIES 4400, 3HAMSAA8BBL407452		\$110,047	ACV	LAS VEGAS NV, 109

Covered Auto No	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
NV1				5		739800	
NV2	50	S	10,000	3	All Others	014890	
NV3	50	S	10,000	3	All Others	014890	
NV4	50	S	10,000	3	All Others	014890	
NV5	50		45,000+	2	All Others	404890	

Covered Auto No	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED PIP	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each PIP Endt Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added PIP Endt	Limit Stated In PPI Endt Minus Deductible Shown Below	Premium
NV1	\$ 1,000,000	\$ 1,310					
NV2	\$ 1,000,000	\$ 1,331					
NV3	\$ 1,000,000	\$ 1,331					
NV4	\$ 1,000,000	\$ 1,331					
NV5	\$ 1,000,000	\$ 3,581					
Total Premium							

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ITEM THREE
SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No	DESCRIPTION		PURCHASED		TERRITORY		
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Original Cost New	Actual Cost & NEW (N) or USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged		
NV6	2011, INTERNATIONAL 4000 SERIES 4400, 3HMSAARXBL407453		\$110,046 ACV		LAS VEGAS NV, 109		
NV7	2011, TOYOTA RAV4 WAGON, 5TM2P4DV7B5034381		\$ 23,452 ACV		LAS VEGAS NV, 109		
Covered Auto No	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss
	Radius Of Operation	Business Use s=service r=retail c=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
NV6	50		45,000+	2	All Others	404890	
NV7	50	S	10,000	2	All Others	014890	
Covered Auto No	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)						
	LIABILITY		PERSONAL INJURY PROTECTION		ADDED P I P	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P I P Endt Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P I P Endt	Limit Stated In P I P Endt Minus Deductible Shown Below	Premium
NV6	\$ 1,000,000	\$ 3,581					
NV7	\$ 1,000,000	\$ 1,331					
Total Premium		\$ 13,796					

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ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)			
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)	
	Limit	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium
NV1	\$5,000	\$ 60		
NV2	\$5,000	\$ 109		
NV3	\$5,000	\$ 109		
NV4	\$5,000	\$ 109		
NV5	\$5,000	\$ 109		
Total Premium				

Covered Auto No	COVERAGES - PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
NV1	\$ 1,000	\$ 83			\$ 1,000	\$		
NV2	\$ 1,000	\$ 84			\$ 1,000	\$		
NV3	\$ 1,000	\$ 105			\$ 1,000	\$		
NV4	\$ 1,000	\$ 93			\$ 1,000	\$		
NV5	\$ 1,000	\$ 146			\$ 1,000	\$		
Total Premium								

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN (Cont'd)

Covered Auto No	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)			
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)	
	Limit	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium
NV6	\$5,000	\$ 109		
NV7	\$5,000	\$ 109		
Total Premium		\$ 714		

Covered Auto No	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead)							
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR	
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement	Premium
NV6	\$ 1,000	\$ 146			\$ 1,000	\$		
NV7	\$ 1,000	\$ 93			\$ 1,000	\$		
Total Premium		\$ 750				\$ 3,120		

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)		
LIABILITY COVERAGE	ESTIMATED ANNUAL COST OF HIRE FOR ALL STATES	PREMIUM
Primary Coverage	IF ANY	INCL
Excess Coverage		
TOTAL PREMIUM		INCL

For "autos" used in your motor carrier operations, cost of hire means

- (a) The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
- (b) The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
- (c) The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL PREMIUM			

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE	NV	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHT- NING	\$50,000	■■■■■
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MIS- CHIEF OR VANDALISM		
COLLISION	NV	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$1,000 DEDUCTIBLE FOR EACH COVERED AUTO	\$50,000	■■■■■
TOTAL PREMIUM				■■■■■
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members) Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver				

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment — Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability – Primary Coverage					
Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL PREMIUMS					
<p>Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members) Cost of hire does not include charges for services performed by motor carriers of property or passengers</p>					

ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment – Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO				
TOTAL PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members) Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver						

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ITEM FOUR

SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Liability - Primary Coverage					
Liability - Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL PREMIUMS					

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other Than Social Service Agencies	Number Of Employees	2,971	\$ [REDACTED]
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Pnnc- pal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
Total Premium			\$ [REDACTED]

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ITEM SIX

SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS

Type Of Risk (Check one)	<input type="checkbox"/> Public Autos	<input type="checkbox"/> Leasing Or Rental Concerns
Rating Basis (Check one)	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage (Per Mile)
Estimated Yearly (Check One)	<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage
Premiums		
Liability		
Personal Injury Protection		
Added Personal Injury Protection		
Property Protection Insurance (Michigan Only)		
Auto Medical Payments		
Medical Expense And Income Loss Benefits (Virginia Only)		
Comprehensive		
Specified Causes Of Loss		
Collision		
Towing And Labor		

When used as a premium basis

FOR PUBLIC AUTOS

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise

Gross receipts does not include

- A. Amounts paid to air, sea or land carriers operating under their own permits
- B. Advertising revenue
- C. Taxes collected as a separate item and paid directly to the government
- D. C O D collections for cost of mail or merchandise including collection fees

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period

FOR RENTAL OR LEASING CONCERNS

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers

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BUSINESS AUTO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

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

SECTION I – COVERED AUTOS

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

A. Description Of Covered Auto Designation Symbols

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

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

B Owned Autos You Acquire After The Policy Begins

- 1 If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period
- 2 But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if
 - a We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage, and
 - b You tell us within 30 days after you acquire it that you want us to cover it for that coverage

C Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage

- 1 "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads
- 2 "Mobile equipment" while being carried or towed by a covered "auto"
- 3 Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its
 - a Breakdown,
 - b Repair,
 - c Servicing,
 - d "Loss", or
 - e Destruction

SECTION II – LIABILITY COVERAGE

A. Coverage

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

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

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

1 Who Is An Insured

The following are "insureds"

- a You for any covered "auto"
- b Anyone else while using with your permission a covered "auto" you own, hire or borrow except
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto"

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own

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- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto"
 - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household
- c Anyone liable for the conduct of an "insured" described above but only to the extent of that liability

2 Coverage Extensions

a Supplementary Payments

We will pay for the "insured"

- (1) All expenses we incur
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured"
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance

These payments will not reduce the Limit of Insurance

b Out-of-state Coverage Extensions

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

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used

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

B. Exclusions

This insurance does not apply to any of the following

1 Expected Or Intended Injury

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

2 Contractual

Liability assumed under any contract or agreement

But this exclusion does not apply to liability for damages

a Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement, or

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

3 Workers' Compensation

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

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4. Employee Indemnification And Employer's Liability

"Bodily injury" to

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

This exclusion applies

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

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

5 Fellow Employee

"Bodily injury" to

- a Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business, or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a above

6 Care, Custody Or Control

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

7 Handling Of Property

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

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

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

8 Movement Of Property By Mechanical Device

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

9 Operations

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

- a Any equipment listed in Paragraphs 6 b and 6 c of the definition of "mobile equipment", or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged

10 Completed Operations

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

In this exclusion, your work means

- a Work or operations performed by you or on your behalf, and
- b Materials, parts or equipment furnished in connection with such work or operations

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

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

- (1) When all of the work called for in your contract has been completed
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

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

11 Pollution

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

- a That are, or that are contained in any property that is
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto",
 - (2) Otherwise in the course of transit by or on behalf of the "insured", or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto",
- b Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto", or
- c After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured"

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants", and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6 b, and 6.c of the definition of "mobile equipment"

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto", and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage

12 War

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

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

13 Racing

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

C Limit Of Insurance

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

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

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

SECTION III – PHYSICAL DAMAGE COVERAGE

A. Coverage

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

a Comprehensive Coverage

From any cause except

- (1) The covered "auto's" collision with another object, or
- (2) The covered "auto's" overturn

b Specified Causes Of Loss Coverage

Caused by

- (1) Fire, lightning or explosion,
- (2) Theft,
- (3) Windstorm, hail or earthquake,
- (4) Flood,
- (5) Mischief or vandalism, or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto"

c Collision Coverage

Caused by

- (1) The covered "auto's" collision with another object, or
- (2) The covered "auto's" overturn

2 Towing

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

3 Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

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

a Glass breakage,

b "Loss" caused by hitting a bird or animal, and

c "Loss" caused by falling objects or missiles

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

4 Coverage Extensions

a Transportation Expenses

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

b Loss Of Use Expenses

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

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto",
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto", or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto"

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

B Exclusions

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

a Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion, or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused

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b. War Or Military Action

- (1) War, including undeclared or civil war,
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these
2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity
3. We will not pay for "loss" due and confined to
- a. Wear and tear, freezing, mechanical or electrical breakdown
 - b. Blowouts, punctures or other road damage to tires
- This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto"
4. We will not pay for "loss" to any of the following
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment
 - b. Any device designed or used to detect speed-measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed-measurement equipment
 - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals
 - d. Any accessories used with the electronic equipment described in Paragraph c above
5. Exclusions 4 c and 4 d do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is
- a. Permanently installed in or upon the covered "auto",

- b. Removable from a housing unit which is permanently installed in or upon the covered "auto",
 - c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b above, or
 - d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system
6. We will not pay for "loss" to a covered "auto" due to "diminution in value"

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss", or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality
2. \$1,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment,
 - b. Removable from a permanently installed housing unit as described in Paragraph 2 a above or is an integral part of that equipment, or
 - c. An integral part of such equipment
3. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss"
4. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment

D. Deductible

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

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SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions

A. Loss Conditions

1 Appraisal For Physical Damage Loss

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

- a Pay its chosen appraiser, and
- b Bear the other expenses of the appraisal and umpire equally

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

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

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

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include
 - (1) How, when and where the "accident" or "loss" occurred,
 - (2) The "insured's" name and address, and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses
- b. Additionally, you and any other involved "insured" must
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit"
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"
 - (4) Authorize us to obtain medical records or other pertinent information

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

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

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers

3 Legal Action Against Us

No one may bring a legal action against us under this coverage form until

- a There has been full compliance with all the terms of this coverage form, and
- b Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability

4 Loss Payment – Physical Damage Coverages

At our option we may

- a Pay for, repair or replace damaged or stolen property,
- b Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft, or
- c Take all or any part of the damaged or stolen property at an agreed or appraised value

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property

5 Transfer Of Rights Of Recovery Against Others To Us

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

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B General Conditions

1 Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form

2 Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning

- a This coverage form,
- b The covered "auto",
- c Your interest in the covered "auto", or
- d A claim under this coverage form

3 Liberalization

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

4 No Benefit To Bailee — Physical Damage Coverages

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

5 Other Insurance

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

- (1) Excess while it is connected to a motor vehicle you do not own
- (2) Primary while it is connected to a covered "auto" you own

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

c Regardless of the provisions of Paragraph a above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract"

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

6 Premium Audit

- a The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund
- b If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy

7. Policy Period, Coverage Territory

Under this coverage form, we cover "accidents" and "losses" occurring

- a During the policy period shown in the Declarations, and
- b Within the coverage territory

The coverage territory is

- (1) The United States of America,
- (2) The territories and possessions of the United States of America,
- (3) Puerto Rico,
- (4) Canada, and
- (5) Anywhere in the world if

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less, and

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

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

8 Two Or More Coverage Forms Or Policies Issued By Us

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

SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage"
- B. "Auto" means
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads, or
 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged
- However, "auto" does not include "mobile equipment"
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these
- D. "Covered pollution cost or expense" means any cost or expense arising out of
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants", or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"

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

- a. That are, or that are contained in any property that is
- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto",
 - (2) Otherwise in the course of transit by or on behalf of the "insured", or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto",
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto", or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured"

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

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants", and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6 b or 6 c of the definition of "mobile equipment"

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

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto", and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage

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

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

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

H "Insured contract" means

- 1 A lease of premises,
- 2 A sidetrack agreement,
- 3 Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad,
- 4 An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality,
- 5 That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization Tort liability means a liability that would be imposed by law in the absence of any contract or agreement,
- 6 That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto" However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees"

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing,
- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver, or
- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority

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

J "Loss" means direct and accidental loss or damage

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

- 1 Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads,
- 2 Vehicles maintained for use solely on or next to premises you own or rent,
- 3 Vehicles that travel on crawler treads,
- 4 Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted
 - a Power cranes, shovels, loaders, diggers or drills, or
 - b Road construction or resurfacing equipment such as graders, scrapers or rollers,
- 5 Vehicles not described in Paragraph 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types
 - a Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment, or
 - b Cherry pickers and similar devices used to raise or lower workers, or

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6. Vehicles not described in Paragraph 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos"

a Equipment designed primarily for

- (1) Snow removal,
- (2) Road maintenance, but not construction or resurfacing, or
- (3) Street cleaning,

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

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

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

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

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

N "Suit" means a civil proceeding in which

1 Damages because of "bodily injury" or "property damage", or

2 A "covered pollution cost or expense", to which this insurance applies, are alleged

"Suit" includes

a An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent, or

b Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent

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

P "Trailer" includes semitrailer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

I Changes In Conditions

- A. For a covered "auto" licensed in, or "garage operations" conducted in, Nevada, the **Other Insurance Condition** is changed by adding the following

1. When two coverage forms providing liability coverage apply to an "auto" and

a One provides coverage to a Named Insured engaged in the business of selling, repairing, servicing, delivering, testing, road testing, parking or storing "autos", and

b The other provides coverage to a person not engaged in that business, and

c At the time of an "accident", a person described in 1 b is operating the "auto", then

that person's liability insurance is primary and the coverage form issued to a business described in 1 a is excess over any insurance available to that person

2. When two coverage forms providing liability coverage apply to an "auto" and

a One provides coverage to a Named Insured engaged in the business of repairing or servicing "autos", and

b The other provides coverage to a person not engaged in that business, and

c At the time of an "accident", a person described in 2 b is operating an "auto" owned by the business described in 2 a as a temporary substitute auto while that person's "auto" is being repaired or serviced by the business described in 2 a, then

that person's liability coverage is primary and the coverage form issued to the business described in 2 a is excess over any insurance available to that person

- B. The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended as follows

The **Transfer Of Rights Of Recovery Against Others To Us Condition** does not apply to Medical Payments

II Anti-stacking Provisions

The contrasting type contained in this endorsement is in compliance with Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement

- A. Exclusions 2 and 3 in the Auto Medical Payments Coverage Endorsement are replaced by the following

2 "BODILY INJURY" SUSTAINED BY YOU OR ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY YOU OR FURNISHED OR AVAILABLE FOR YOUR REGULAR USE

3 "BODILY INJURY" SUSTAINED BY ANY "FAMILY MEMBER" WHILE "OCCUPYING" OR STRUCK BY ANY VEHICLE (OTHER THAN A COVERED "AUTO") OWNED BY OR FURNISHED OR AVAILABLE FOR THE REGULAR USE OF ANY "FAMILY MEMBER"

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- B The first paragraph of the **Limit Of Insurance** Provision in **Section II – Liability Coverage** in the **Business Auto Coverage Form**, **Motor Carrier Coverage Form** and **Truckers Coverage Form** is replaced by the following

LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS

- C The first four paragraphs of the **Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos"** Provision in **Section II – Liability Coverage** in the **Garage Coverage Form** are replaced by the following

1 AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"

FOR "GARAGE OPERATIONS" OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES

REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR THE SUM OF ALL DAMAGES INVOLVING "GARAGE OPERATIONS" OTHER THAN COVERED "AUTOS" IS THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS

DAMAGES PAYABLE UNDER THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" CONSIST OF DAMAGES RESULTING FROM "GARAGE OPERATIONS", OTHER THAN THE OWNERSHIP, MAINTENANCE OR USE OF THE "AUTOS" INDICATED IN SECTION I OF THIS COVERAGE FORM AS COVERED "AUTOS", INCLUDING THE FOLLOWING COVERAGES, IF PROVIDED BY ENDORSEMENT

- a "PERSONAL INJURY" LIABILITY COVERAGE,
- b "PERSONAL AND ADVERTISING INJURY" LIABILITY COVERAGE,
- c HOST LIQUOR LIABILITY COVERAGE,
- d DAMAGE TO RENTED PREMISES LIABILITY COVERAGE,
- e INCIDENTAL MEDICAL MALPRACTICE LIABILITY COVERAGE,
- f NON-OWNED WATERCRAFT COVERAGE,
- g BROAD FORM PRODUCTS COVERAGE

DAMAGES PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS".

SUBJECT TO THE ABOVE, THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ALL "BODILY INJURY" AND "PROPERTY DAMAGE" RESULTING FROM ANY ONE "ACCIDENT" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS

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- D The first two paragraphs of the Limit Of Insurance – "Garage Operations" – Covered "Autos" Provision in Section II – Liability Coverage in the Garage Coverage Form are replaced by the following

2 LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS"

FOR "ACCIDENTS" RESULTING FROM "GARAGE OPERATIONS" INVOLVING THE OWNERSHIP, MAINTENANCE OR USE OF COVERED "AUTOS", THE FOLLOWING APPLIES

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR THE TOTAL OF ALL DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" COMBINED, RESULTING FROM ANY ONE "ACCIDENT" INVOLVING A COVERED "AUTO" IS THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" FOR LIABILITY COVERAGE SHOWN IN THE DECLARATIONS

DAMAGES AND "COVERED POLLUTION COST OR EXPENSE" PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – COVERED "AUTOS" ARE NOT PAYABLE UNDER THE EACH "ACCIDENT" LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN COVERED "AUTOS"

- E The Limit Of Insurance Provision in the Auto Medical Payments Coverage Endorsement is replaced by the following

LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH "INSURED" INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF AUTO MEDICAL PAYMENTS SHOWN IN THE DECLARATIONS

- F Paragraph 1 of the Limit Of Insurance And Deductible Provision in the Garagekeepers Coverage Endorsement is replaced by the following

LIMIT OF INSURANCE AND DEDUCTIBLE

1 REGARDLESS OF THE NUMBER OF "CUSTOMER'S AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR "SUITS" BROUGHT, THE MOST WE WILL PAY FOR "LOSS" AT EACH LOCATION IS THE GARAGEKEEPERS COVERAGE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR THAT LOCATION PRIOR TO THE APPLICATION OF THIS LIMIT, THE DAMAGES FOR "LOSS" THAT WOULD OTHERWISE BE PAYABLE WILL BE REDUCED BY THE APPLICABLE DEDUCTIBLES FOR "LOSS" CAUSED BY

a COLLISION, OR

b WITH RESPECT TO GARAGEKEEPERS COVERAGE COMPREHENSIVE OR SPECIFIED CAUSES OF LOSS COVERAGE.

(1) THEFT OR MISCHIEF OR VANDALISM, OR

(2) ALL PERILS

- G The Limit Of Insurance Provision in the Transportation Of Seasonal Or Migrant Agricultural Workers Endorsement is replaced by the following

LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE PERSON CAUSED BY ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE SHOWN IN THE SCHEDULE FOR "ACCIDENT"

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- H The Limit Of Insurance Provision in the Garage Locations And Operations Medical Payments Coverage Endorsement is replaced by the following

LIMIT OF INSURANCE

REGARDLESS OF THE NUMBER OF PERSONS WHO SUSTAIN "BODILY INJURY", PREMIUMS PAID, OR CLAIMS MADE, THE MOST WE WILL PAY FOR "BODILY INJURY" FOR EACH PERSON INJURED IN ANY ONE "ACCIDENT" IS THE LIMIT OF MEDICAL PAYMENTS INSURANCE SHOWN IN THE DECLARATIONS

- I The following is added to the Aggregate Limit Of Insurance – "Garage Operations" – Other Than Covered "Autos" Provision in Section II – Liability Coverage for the Personal Injury Liability Coverage – Garages Endorsement

SUBJECT TO THE AGGREGATE LIMIT OF INSURANCE – "GARAGE OPERATIONS" – OTHER THAN "AUTO" AND REGARDLESS OF THE NUMBER OF "INSUREDS", CLAIMS MADE OR "SUITS" BROUGHT OR PERSONS OR ORGANIZATIONS MAKING CLAIMS OR BRINGING "SUITS", THE MOST WE WILL PAY FOR ALL DAMAGES BECAUSE OF ALL "PERSONAL INJURY" SUSTAINED BY ANY ONE PERSON OR ORGANIZATION IS THE PERSONAL INJURY LIMIT OF INSURANCE SHOWN IN THE SCHEDULE OF THE PERSONAL INJURY LIABILITY COVERAGE – GARAGES ENDORSEMENT

- J Paragraph 8 of General Conditions in the Business Auto Coverage Form, Motor Carrier Coverage Form, Truckers Coverage Form and Garage Coverage Form is replaced by the following

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

IF THIS COVERAGE FORM AND ANY OTHER COVERAGE FORM OR POLICY ISSUED TO YOU BY US OR ANY COMPANY AFFILIATED WITH US APPLY TO THE SAME "ACCIDENT", THE AGGREGATE MAXIMUM LIMIT OF INSURANCE UNDER ALL THE COVERAGE FORMS OR POLICIES SHALL NOT EXCEED THE HIGHEST APPLICABLE SINGLE VEHICLE LIMIT OF INSURANCE UNDER ANY ONE COVERAGE FORM OR POLICY REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT" THIS CONDITION DOES NOT APPLY TO ANY COVERAGE FORM OR POLICY ISSUED BY US OR AN AFFILIATED COMPANY SPECIFICALLY TO APPLY AS EXCESS INSURANCE OVER THIS COVERAGE FORM

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA UNINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Nevada, this endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured

Endorsement Effective Date

SCHEDULE

Limit Of Insurance \$ 1,000,000

Each "Accident"

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

A. Coverage

ANTI-STACKING PROVISIONS

Any contrasting type contained in this endorsement is in compliance with the Nevada statutory requirements that anti-stacking provisions be prominently displayed in the policy, binder or endorsement

- 1 We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle"
- 2 With respect to a vehicle as defined in Paragraph a or b of the definition of "uninsured motor vehicle", we will pay damages only in excess of the amount available to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle"

- 3 Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us

B. Who Is An Insured

If the Named Insured is designated in the Declarations as

- 1 An individual, then the following are "insureds"
 - a The Named Insured and any "family members"
 - b Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction
 - c Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured"

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2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds"

- a Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto" The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured"

C Exclusions

This insurance does not apply to any of the following

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b of the definition of "uninsured motor vehicle"
- 2 The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law

3 'BODILY INJURY' SUSTAINED BY

- a AN INDIVIDUAL NAMED INSURED WHILE 'OCCUPYING' OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT NAMED INSURED THAT IS NOT A COVERED "AUTO" FOR UNINSURED MOTORISTS COVERAGE UNDER THIS COVERAGE FORM,
- b ANY 'FAMILY MEMBER' WHILE 'OCCUPYING' OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT 'FAMILY MEMBER' THAT IS NOT A COVERED "AUTO" FOR UNINSURED MOTORISTS COVERAGE UNDER THIS COVERAGE FORM, OR
- c. ANY 'FAMILY MEMBER' WHILE 'OCCUPYING' OR WHEN STRUCK BY ANY VEHICLE OWNED BY THAT NAMED INSURED THAT IS INSURED FOR UNINSURED MOTORISTS COVERAGE ON A PRIMARY BASIS UNDER ANY OTHER COVERAGE FORM OR POLICY.

THIS EXCLUSION APPLIES ONLY TO THE EXTENT THAT THE LIMITS OF LIABILITY FOR THIS COVERAGE EXCEED THE LIMITS OF LIABILITY REQUIRED BY THE NEVADA MOTOR VEHICLE SAFETY RESPONSIBILITY ACT

- 4 Anyone using a vehicle without a reasonable belief that the person is entitled to do so
- 5 Any damages to the extent that they are or were available to be paid to an "insured" under any bodily injury liability bonds or policies applicable to the "uninsured motor vehicle" as defined in Paragraph a or b of the definition of "uninsured motor vehicle"
6. Punitive or exemplary damages
- 7 "Bodily injury" arising directly or indirectly out of
 - a War, including undeclared or civil war,
 - b Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
 - c Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

D Limit Of Insurance

1. REGARDLESS OF THE NUMBER OF COVERED "AUTOS", "INSUREDS", PREMIUMS PAID, CLAIMS MADE OR VEHICLES INVOLVED IN THE "ACCIDENT", THE MOST WE WILL PAY FOR ALL DAMAGES RESULTING FROM ANY ONE "ACCIDENT" IS THE LIMIT OF INSURANCE FOR UNINSURED MOTORISTS COVERAGE SHOWN IN THE SCHEDULE OR DECLARATIONS.

- 2 No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form or Medical Payments Coverage Endorsement attached to this Coverage Part

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible

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E Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows

- 1 **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance — Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following

If there is other applicable insurance available under one or more policies or provisions of coverage

- a **THE MAXIMUM RECOVERY UNDER ALL COVERAGE FORMS OR POLICIES COMBINED MAY EQUAL BUT NOT EXCEED THE HIGHEST APPLICABLE LIMIT FOR ANY ONE VEHICLE UNDER ANY COVERAGE FORMS OR POLICY PROVIDING COVERAGE ON EITHER A PRIMARY OR EXCESS BASIS**

- b Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis

- c If the coverage under this Coverage Form is provided

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis

- 2 **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following

- a Promptly notify the police if a hit-and-run driver is involved, and
- b Promptly send us copies of the legal papers if a "suit" is brought

- 3 **Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following

- a If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, with respect to an underinsured motor vehicle as defined in Paragraph b of the definition of "uninsured motor vehicle", this Condition does not apply

- b If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid

- 4 The following Condition is added

ARBITRATION

- a If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages, the "insured" may make a written demand for arbitration. However, disputes concerning coverage under this endorsement may not be arbitrated. In this event, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally

- b Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision of the arbitrators will not be binding on the "insured"

F Additional Definitions

As used in this endorsement

- 1 "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child

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2 "Occupying" means in, upon, getting in, on, out or off

3 "Uninsured motor vehicle" means a land motor vehicle or "trailer"

a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged,

b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" to which a liability bond or policy applies at the time of the "accident", but the amount paid under that bond or policy to an "insured" is not enough to pay the full amount the "insured" is legally entitled to recover as damages

c. For which an insuring or bonding company denies coverage or is or becomes insolvent, or

d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"

However, "uninsured motor vehicle" does not include any vehicle

a. Owned or operated by a self-insurer under any applicable motor vehicle law, except

(1) A self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law, or

(2) A vehicle(s) owned by a governmental unit or agency

b. Designed for use mainly off public roads while not on public roads

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR EXCLUSION

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY
TRUCKERS COVERAGE FORM

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

A. Changes In Liability Coverage

The War exclusion under Paragraph B Exclusions of Section II – Liability Coverage is replaced by the following

WAR

"Bodily injury", "property damage" or "covered pollution cost or expense" arising directly or indirectly, out of

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

B. Changes In Garagekeepers Coverage

If the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, the following exclusion is added

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

WAR

- (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

C. Changes In Auto Medical Payments

If the Auto Medical Payments Coverage endorsement is attached, then Exclusion C 6 is replaced by the following

- 6 "Bodily injury", arising directly or indirectly, out of

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

D. Changes In Uninsured/ Underinsured Motorists Coverage

If Uninsured and/or Underinsured Motorists Coverage is attached, then the following exclusion is added

This insurance does not apply to

WAR

- 1 "Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of

- a War, including undeclared or civil war,
- b Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

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

E Changes In Personal Injury Protection Coverage

- 1 If Personal Injury Protection, no-fault, or other similar coverage is attached, and
 - a Contains, in whole or in part, a War exclusion, that exclusion is replaced by Paragraph 2.
 - b Does not contain a war exclusion, Paragraph 2. is added
2. This insurance does not apply to

WAR

"Bodily injury" or "property damage", if applicable, arising directly or indirectly, out of

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

F. Changes In Single Interest Automobile Physical Damage Insurance Policy

The War exclusion is replaced by the following

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS COVERAGE

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured:

Endorsement Effective Date


SCHEDULE

Location Number	Address Where You Conduct Garage Operations (Main Location)	
ALL		
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	Limit Of Insurance	INCLUD
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	1,000,000 Limit Of Insurance	
	2,500 Deductible For All Perils For Each Customer's Auto	
	25,000 Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	1,000,000 Limit Of Insurance	INCLUD
	2,500 Deductible For Each Customer's Auto	

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Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	Limit Of Insurance	
	Deductible For Each Customer's Auto	

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Location Number	Address Where You Conduct Garage Operations	
Coverages	Limit Of Insurance And Deductible	Premium
Comprehensive	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Specified Causes Of Loss	Limit Of Insurance	
	Deductible For Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism	
	Maximum Deductible For Loss Caused By Theft Or Mischief Or Vandalism In Any One Event	
	OR	
	Limit Of Insurance	
	Deductible For All Perils For Each Customer's Auto	
	Maximum Deductible For All Loss In Any One Event	
Collision	Limit Of Insurance	
	Deductible For Each Customer's Auto	
Total Premium For All Locations		\$ 
Information required to complete this Schedule, if not shown above, will be shown in the Declarations		

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Direct Coverage Options

Indicate below with an "X" which, if any, Direct Coverage Option is selected

☐ Excess Insurance

If this box is checked, Garagekeepers Coverage remains applicable on a legal liability basis. However, coverage also applies without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" on an excess basis over any other collectible insurance regardless of whether the other insurance covers your or any other "insured's" interest or the interest of the "customer's auto's" owner

☒ Primary Insurance

If this box is checked, Garagekeepers Coverage is changed to apply without regard to your or any other "insured's" legal liability for "loss" to a "customer's auto" and is primary insurance

A. This endorsement provides only those coverages

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule, and
2. For the location shown in the Schedule

B. Coverage

1. We will pay all sums the "insured" legally must pay as damages for "loss" to a "customer's auto" or "customer's auto" equipment left in the "insured's" care while the "insured" is attending, servicing, repairing, parking or storing it in your "garage operations" under

a. Comprehensive Coverage

From any cause except

- (1) The "customer's auto's" collision with another object, or
- (2) The "customer's auto's" overturn

b. Specified Causes Of Loss Coverage

Caused by

- (1) Fire, lightning or explosion,
- (2) Theft, or
- (3) Mischief or vandalism

c. Collision Coverage

Caused by

- (1) The "customer's auto's" collision with another object, or
- (2) The "customer's auto's" overturn

2. We will have the right and duty to defend any "insured" against a "suit" asking for these damages. However, we have no duty to defend any "insured" against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements

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3. Who Is An Insured

The following are "insureds" for "loss" to "customer's autos" and "customer's auto" equipment

- a. You
- b. Your partners (if you are a partnership), or members (if you are a limited liability company), "employees", directors or shareholders while acting within the scope of their duties as such

4. Coverage Extensions

The following applies as Supplementary Payments. We will pay for the "insured"

- a. All expenses we incur
- b. The costs of bonds to release attachments in any "suit" against an "insured" we defend, but only for bond amounts within our Limit of Insurance
- c. All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to 250 a day because of time off from work
- d. All court costs taxed against the "insured" in any "suit" against an "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured"
- e. All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against an "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay, or deposited in court the part of the judgment that is within our Limit of Insurance

These payments will not reduce the Limit of Insurance

C Exclusions

- 1 This insurance does not apply to any of the following

- a. **Contractual Obligations**

Liability resulting from any contract or agreement by which the "insured" accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the "insured" would have in the absence of the contract or agreement.

- b. **Theft**

"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

- c. **Defective Parts**

Defective parts or materials.

- d. **Faulty Work**

Faulty "work you performed"

- 2 We will not pay for "loss" to any of the following

- a. Tape decks or other sound-reproducing equipment unless permanently installed in a "customer's auto"

- b. Tapes, records or other sound-reproducing devices designed for use with sound-reproducing equipment

- c. Sound-receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of a radio

- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment

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

- a. War, including undeclared or civil war,

- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

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

D Limits Of Insurance And Deductibles

- 1 Regardless of the number of "customer's autos", "insureds", premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location. Prior to the application of this limit, the damages for "loss" that would otherwise be payable will be reduced by the applicable deductibles for "loss" caused by

- a. Collision, or

- b. With respect to Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage

- (1) Theft or mischief or vandalism, or

- (2) All perils

- 2 The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive or Specified Causes Of Loss Coverage is the most that will be deducted for all "loss" in any one event caused by

- a. Theft or mischief or vandalism, or

- b. All perils

- 3 Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

- 1 "Customer's auto" means a land motor vehicle, "trailer" or semitrailer lawfully within your possession for service, repair, storage or safekeeping, with or without the vehicle owner's knowledge or consent. A "customer's auto" also includes any such vehicle left in your care by your "employees" and members of their households, who pay for services performed.

- 2 "Loss" means direct and accidental loss or damage and includes any resulting loss of use.

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3 "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.

4 "Work you performed" includes

- a. Work that someone performed on your behalf, and
- b. The providing of or failure to provide warnings or instructions.

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Coverage Extension Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM

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

1 Broad Named Insured Amendment

Subsidiaries and Newly Acquired or Formed Organizations

With regards to this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations. The Named Insured shown in the Declarations is amended to include

- A. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the policy. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- B. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization.
 - 1 That is a partnership, joint venture or limited liability company,
 - 2 That is an "insured" under any other policy,
 - 3 That has exhausted its Limit of Insurance under any other policy, or
 - 4 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

2 Amendment - Supplementary Payments

Paragraphs A.2 a (2) and A.2 a (4) of Section II – Liability Coverage are replaced by the following

2 Coverage Extensions

a Supplementary Payments

In addition to the Limit of Insurance, we will pay for the "insured"

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

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3 Fellow Employee

Paragraph **B 5 Fellow Employee** Exclusion of **Section II – Liability Coverage** does not apply if you have worker's compensation insurance in-force covering all of your "employees"

Coverage is excess over any other collectible insurance

4 Lease Gap Coverage

Section III – Physical Damage Coverage is amended by the addition of the following

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less

- 1 The amount paid under the Physical Damage Coverage Section of the policy, and
- 2 Any
 - a Overdue lease/loan payments at the time of the "loss",
 - b Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage,
 - c Security deposits not returned by the lessor,
 - d Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease, and
 - e Carry-over balances from previous loans or leases

5 Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4 a** of **Section III – Physical Damage Coverage** is replaced by the following

4 Coverage Extensions

a Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss"

6 Airbag Coverage

The following is added to Paragraph **B 3 a** of **Section III – Physical Damage Coverage**

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag

7 Two or More Deductibles

The following is added to Paragraph **D Deductible** of **Section III – Physical Damage Coverage**

If an accident is covered both by this policy or coverage form and by another policy or coverage form issued to you by a Zurich Financial Services Group company, the following applies for each covered "auto" on a per vehicle basis

- A. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived,
- B. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible

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8. Amended Duties in the Event of Accident, Claim, Suit or Loss

The requirement in **A.2 a Duties In The Event of Accident, Claim, Suit or Loss of Section IV – Business Auto Conditions** that you must notify us of an "accident" applies only when the "accident" is known to

- A. You, if you are an individual,
- B. A partner, if you are a partnership,
- C. A member, if you are a limited liability company, or
- D. An executive officer or insurance manager, if you are a corporation

9. Unintentional Failure to Disclose Hazards

The following is added to Paragraph **B General Conditions of Section IV – Business Auto Conditions**

We will not deny coverage under this Coverage Form if you unintentionally

- A. Fail to disclose any hazards existing at the inception date of your policy, or
- B. Make an error, omission, or improper description of autos or other statement of information stated in this policy

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO MEDICAL PAYMENTS COVERAGE

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is An Insured

- 1 You while "occupying" or, while a pedestrian, when struck by any "auto"
- 2 If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto"
- 3 Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction

C. Exclusions

This insurance does not apply to any of the following

- 1 "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises
- 2 "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use
- 3 "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member"
- 4 "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises
- 5 "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours
- 6 "Bodily injury" arising directly or indirectly out of
 - a. War, including undeclared or civil war,
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

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7 "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so

8 "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity

D Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations

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

E Changes In Conditions

The Conditions are changed for Auto Medical Payments Coverage as follows

1 The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply

2 The reference in Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance — Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance

F Additional Definitions

As used in this endorsement

1 "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child

2 "Occupying" means in, upon, getting in, on, out or off

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED MEXICO COVERAGE

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
 BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
 GARAGE COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM
 TRUCKERS COVERAGE FORM

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

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY -NOT THE LAWS OF THE UNITED STATES OF AMERICA THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA

SCHEDULE**Mexico Coverage****INCLUDED****Premium**

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

A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following

The coverage territory is extended to include Mexico but only for

- a "Accidents" or "losses" occurring within 25 miles of the United States border and
- b. Trips into Mexico of 10 days or less

2. The Other Insurance Condition in the Business Auto Business Auto Physical Damage and Garage Coverage Forms and the Other Insurance - Primary And Excess Insurance Provisions Condition in the Truckers and Motor Carrier Coverage Forms is replaced by the following

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The insurance provided by this endorsement will be excess over any other collectible insurance

- B. Physical Damage Coverage is amended by the addition of the following

If a "loss" to a covered "auto" occurs in Mexico we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made

C. Additional Exclusions

The following additional exclusions are added

This insurance does not apply

- 1 If the covered "auto" is not principally garaged and principally used in the United States
- 2 To any "insured" who is not a resident of the United States

POLICY NUMBER PRA 9829242-01

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Endorsement Effective	Countersigned By (Authorized Representative)
Named Insured	

SCHEDULE

Name of Person(s) or Organization(s)

ADDITIONAL INSURED SHALL INCLUDE ANY ENTITY WHERE SHOWN ON A CERTIFICATE OF INSURANCE OR TO WHOM THE NAMED INSURED IS OBLIGATED BY A WRITTEN CONTRACT OR AGREEMENT TO PROVIDE INSURANCE.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

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POLICY NUMBER

COMMERCIAL AUTO
CA 99 10 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRIVE OTHER CAR COVERAGE – BROADENED COVERAGE FOR NAMED INDIVIDUALS

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: Any employee furnished a company auto for personal use who does not own an auto.
Endorsement Effective Date.

SCHEDULE

Name Of Individual:			
Liability	Limit:	\$ 1,000,000	Premium: \$
Auto Medical Payments	Limit:	\$ 5,000	Premium: \$
Comprehensive	Deductible:	\$ 1,000	Premium: \$
Collision	Deductible:	\$ 1,000	Premium: \$
Uninsured Motorists	Limit:	\$ See Schedule	Premium: \$
Underinsured Motorists	Limit:	\$ See Schedule	Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations			

Note – When Uninsured Motorists Coverage is provided at limits higher than the basic limits required by a financial responsibility law, Underinsured Motorists Coverage is included, unless otherwise noted. If Underinsured Motorists Coverage is provided as a separate coverage, make appropriate entry in the Schedule above

A This endorsement changes only those coverages where a premium is shown in the Schedule

B. Changes In Liability Coverage

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Schedule or by his or her spouse while a resident of the same household except
 - a. Any "auto" owned by that individual or by any member of his or her household

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- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos"

2. The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement

C. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured:**

Any individual named in the Schedule and his or her "family members" are "insureds" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except

Any "auto" owned by that individual or by any "family member"

D. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Schedule or his or her spouse while a resident of the same household except

1. Any "auto" owned by that individual or by any member of his or her household
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos"

E. Additional Definition

As used in this endorsement

"Family member" means a person related to the individual named in the Schedule by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE CLAUSE

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

- A.** We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto"
 - B.** The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part
 - C.** We may cancel the policy as allowed by the CANCELLATION Common Policy Condition
 - D.** If we make any payments to the loss payee, we will obtain his or her rights against any other party
- Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEES AS INSURED

This endorsement modifies insurance provided under the following

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

The following is added to the **Section II - Liability Coverage**, Paragraph **A 1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

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Advisory notice to policyholders regarding the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") regulations

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 the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

Please read this Notice carefully

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.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>

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 restrictions. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on premiums and payments also apply.

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