



ErieSecure Business™ Policy Declarations

Revised Declarations

Coverage provided by

Erie Insurance Company

100 Erie Insurance Place Erie, PA 16530

erieinsurance.com

Mailing name and address for Insured

GETZS WOODS HOMEOWNERS
ASSOCIATION INC
PO BOX 132
LANDISVILLE PA 17538-0132



AA7877

Named Insured's full name

GETZS WOODS HOMEOWNERS ASSOCIATION INC

Legal entity

Corporation

Agent

AA7135 SUSQUEHANNA INSURANCE

Policy period

08/08/2023 to 08/08/2024

Policy number

Q61 0215763

Agent address and phone

SUSQUEHANNA INSURANCE
650 DELP RD
LANCASTER, PA 17601
(800) 826-2579

Policy period begins at 12:01 A.M. standard time on the effective date and ends at 12:01 A.M. standard time on the expiration date. Standard time is determined at the stated address of the Named Insured.

Agency email address

dturman@susquehannains.com

Agency website

<http://www.susquehannains.com>

The insurance applies to those premises described below. This is subject to all applicable terms of the policy and attached forms and endorsements.

PARTICIPATING-DIVIDENDS ARE NOT GUARANTEED AND MAY BE DECLARED BY THE BOARD OF DIRECTORS IN ITS SOLE DISCRETION.

Policy Discounts

Loyalty discount

Payment plan

Premium Summary

Total net premium:

\$613

Final premium:

\$613.00

(This is not a bill. Your invoice will follow in a separate mailing.)

Insured name: GETZS WOODS HOMEOWNERS ASSOCIATION INC
 Policy number: Q61 0215763
 Policy period: 08/08/2023 to 08/08/2024

Liability Protection

Commercial general liability coverage

Coverage	Deductible	Limit
Bodily injury and property damage		\$2,000,000 Each occurrence
Personal and advertising injury		\$2,000,000 Any one person or organization
Medical expense payments		\$5,000 Any one person
Damage to premises rented to you – Fire legal liability		\$2,000,000 Any one premises
General aggregate		\$4,000,000
Products – Completed operations aggregate		\$4,000,000
Non-owned and hired automobile liability		Included
Damage to customers autos - Legal liability	\$200	Included

Policy Optional Coverages and Exclusions

Coverage	Deductible	Limit
Additional insured - Homeowners, townhouse, or similar associations (EPP1804)		
Directors and officers liability coverage - Condominiums or homeowners association	\$1,000	\$2,000,000 Each claim/ \$4,000,000 Aggregate
Retroactive date: 04/20/2016		
Number of units: 47		
Abuse or molestation exclusion		

Property Protection

Risk information for Location 1 - Building 1

Address:	Hunter's Path	Insured interest:	Building owner
City/State:	LANCASTER, PA		
Zip code:	17601		
County:	Lancaster		
Occupancy/Operations:	68500 Homeowners or similar association - association risk only		

Schedule of Forms

Form number	Edition date	Description
CG0001	04/13	Commercial General Liability Coverage Form
CG2106	05/14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG2109	06/15	Exclusion - Unmanned Aircraft
CG2146	07/98	Abuse or Molestation Exclusion
CG2170	01/15	Cap on Losses from Certified Acts of Terrorism
EPP0006	10/19	ErieSecure Business Extra Liability Coverages
EPP0008	10/22	Policy Change Endorsement - Exclusions
EPP0009	10/19	Exclusion - Professional Liability
EPP0011PA	10/19	Pennsylvania Liability Change Endorsement
EPP0033	10/19	Important Notice to Pennsylvania Policyholders - ErieSecure Business
EPP1804	10/19	Additional Insured - Homeowners, Townhouse, or Similar Association
EPP2617	10/22	Directors and Officers Liability Coverage - Condominium or Homeowners Associations

Insured name: GETZS WOODS HOMEOWNERS ASSOCIATION INC
Policy number: Q61 0215763
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Schedule of Forms - (continued)

Form number	Edition date	Description
EPP3208	10/19	Exclusion - Lead Liability
EPP4000PA	10/19	ErieSecure Business Policy - Pennsylvania
EPP4001	10/19	Amendment of Mobile Equipment Definition
EPP4007	10/19	Coverage for Punitive Damages
EPP5003	08/23 *	Important Notice to Policyholders - ErieSecure Business - Summary of Changes
IL985H	03/21	Disclosure Pursuant to Terrorism Risk Insurance Act

Home Office • Erie, PA 16530
Your Agent:



CLAIMS DIRECTORY


-- FOLD --

IN THE EVENT OF AN ACCIDENT OR LOSS

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

The ERIE is Above All in SERVICE®.

If we fail to give you this promised service, please drop us a note or call us on our toll-free number and tell us about it.


President and
Chief Executive Officer

CUT ON DOTTED LINE

-----CUT-ON-DOTTED-LINE-----

Home Office • Erie, PA 16530
Your Agent:



CLAIMS DIRECTORY

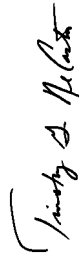
-- FOLD --

IN THE EVENT OF AN ACCIDENT OR LOSS

- Help any injured. Get names, addresses, auto license plate numbers of involved, including all witnesses.
- Do not discuss an accident with anyone except the police or our representative.
- Protect your auto and any property from further damage.
- Promptly call the police if someone is injured, damage is extensive, or in case of theft. In case of "hit-and-run", you must report the accident to the police within 24 hours or as soon as possible.
- Notify your Agent or ERIE of the accident or loss.

The ERIE is Above All in SERVICE®.

If we fail to give you this promised service, please drop us a note or call us on our toll-free number and tell us about it.


President and
Chief Executive Officer

- CLAIM SERVICE** – For claim service anywhere in U.S. or Canada, call:
- Your Agent
 - ERIE Claims Service: **1-800-FOR-ERIE (1-800-367-3743)**
 - ERIEGlassSM (Auto glass only): **1-800-552-3743**
 - FRAUD FINDERSM (To report fraud): **1-800-368-6996**

CS4ES9 10/19

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- CLAIM SERVICE** – For claim service anywhere in U.S. or Canada, call:
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CS4ES9 10/19

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) The "bodily injury" or "property damage" occurs during the policy period; and

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

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
- 1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - 2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

- a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- i) Any insured; or
 - ii) Any person or organization for whom you may be legally responsible; or
- d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- 2) Any loss, cost or expense arising out of any:
- a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- g. **Aircraft, Auto Or Watercraft**
- "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- 1) A watercraft while ashore on premises you own or rent;
- 2) A watercraft you do not own that is:
 - a) Less than 26 feet long; and
 - b) Not being used to carry persons or property for a charge;
- 3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- 4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- 5) "Bodily injury" or "property damage" arising out of:
 - a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - b) The operation of any of the machinery or equipment listed in Paragraph **f.2)** or **f.3)** of the definition of "mobile equipment".

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

- 1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- 3) Property loaned to you;
- 4) Personal property in the care, custody or control of the insured;
- 5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- 6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

- 1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

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

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

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

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

d. **Criminal Acts**

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

e. **Contractual Liability**

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

f. **Breach Of Contract**

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

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

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

h. **Wrong Description Of Prices**

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

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

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

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

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

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

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

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

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

k. **Electronic Chatrooms Or Bulletin Boards**

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

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

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

m. **Pollution**

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

n. **Pollution-related**

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

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

provided that:

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

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

2) Provides us with written authorization to:

- a) Obtain records and other information related to the "suit"; and
- b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

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

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

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

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - 2) Authorize us to obtain records and other information;

- 3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

- 4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- 1) This insurance is excess over:
 - a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

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

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

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

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

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

6. Representations

By accepting this policy, you agree:

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

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - 1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - 2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - 3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

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

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

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

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

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

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

- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- While it is in or on an aircraft, watercraft or "auto"; or
- 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:

- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- Vehicles maintained for use solely on or next to premises you own or rent;
- Vehicles that travel on crawler treads;
- Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
- 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:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
- 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":

- Equipment designed primarily for:
 - Snow removal;
 - Road maintenance, but not construction or resurfacing; or

c) Street cleaning;

2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

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

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

- False arrest, detention or imprisonment;
- Malicious prosecution;
- 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;
- 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;
- Oral or written publication, in any manner, of material that violates a person's right of privacy;
- The use of another's advertising idea in your "advertisement"; or
- Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

- 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:
 - Products that are still in your physical possession; or
 - Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

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

21. "Your product":

- a. Means:
 - 1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a) You;
 - b) Others trading under your name; or
 - c) A person or organization whose business or assets you have acquired; and
 - 2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes:
 - 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - 2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - 1) Work or operations performed by you or on your behalf; and
 - 2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes:
 - 1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - 2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

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

Damages arising out of:

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage To Premises Rented To You - Fire Legal Liability

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance**.

We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. Non-Owned Watercraft

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft**, Paragraph **2)a)** is deleted and replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident;
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.
- c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:
- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

- a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- c. Health or therapeutic service, treatment, advice, or instruction.

E. Volunteer Workers - Medical Payments

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph 1.:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

F. Attorneys' Fees

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to \$250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

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

Supervisors, if you are a municipality.

H. Non-Owned and Hired Automobile Liability Insurance Coverage

1. Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - 1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and
 - 2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. Exclusions

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

a. Damage To Property

"Property damage" to:

- 1) Property owned or transported by you; or
- 2) Personal property in the care, custody, or control of the insured.

b. Handling of Property

"Bodily injury" or "property damage" that results from the handling of property:

- 1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or
- 2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. **Fellow Employee**

"Bodily injury" to 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.

d. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. **Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or
- d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

4. The following are not included under **Section II - Who Is An Insured**:

- a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;
- b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;
- c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-

owned auto", or any agent or employer of such owner or lessee; or

- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions - 4. Other Insurance - b. Excess Insurance**:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, or borrow.

This does not include any "auto" you lease, hire, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

- a. Your "employees" including members of their households;
- b. Partners, including members of their households, if you are a partnership; or
- c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

I. **Additional Insured - Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured**:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I - Coverages - Coverage A - Bodily Injury And Property Damage - 2. Exclusions**:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant of the premises;
- b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or
- c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

J. Additional Insured – Mortgagee, Assignee, or Receiver

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or

- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. Additional Insured – Lessor of Leased Equipment

1. The following is added under **Section II - Who Is An Insured**:

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

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. Damage to Customers' Autos Coverage – Legal Liability

1. The following is added to Paragraph 1. under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement:**

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability:**

a. Owned, Rented, or Demo Autos

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. Employee Dishonesty

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. Wear and Tear

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. Defective Parts or Faulty Work

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to "property damage" to "your work" arising out of it or any part of it.

e. Racing, Speed, or Demolition Contests

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions:**

Deductible

We will only pay those damages in excess of \$200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the \$200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions:**

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

M. Waiver of Subrogation

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

N. Primary and Non-Contributory Insurance

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

O. Definitions

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGE ENDORSEMENT – EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following exclusions are added to Paragraph 2., **Exclusions of Section I – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Personal and Advertising Injury Liability**:

This insurance does not apply to:

1. Transmissible Spongiform Encephalopathies

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, or caused or contributed to by:

- 1) Transmissible spongiform encephalopathies (hereinafter referred to as TSE);
- 2) Exposure to TSE;
- 3) Exposure to any item that is known or suspected to cause, contribute to, or enable TSE; or
- 4) Any supervision, instructions, recommendations, warnings, or advice given or which should have been given in connection with Paragraphs 1), 2), or 3) above.

- b. We do not cover:

- 1) The costs of abatement, mitigation, removal, or disposal of feed, feed additives, or animals or any premises or equipment handling such items, as a result of any known or suspected connection between such items and TSE; or
- 2) Any costs related to a person's abatement, mitigation, removal of, or testing, monitoring, medical costs, or cure for TSE.

Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage as described in Paragraphs a. and b. above.

2. Asbestos

"Bodily injury", "property damage", or "personal and advertising injury" arising out of:

- a. The inhaling, ingesting, or physical exposure to asbestos or goods or products containing asbestos;
- b. The manufacture, distribution, sale, resale, re-branding, transportation, storage, or disposal of asbestos or products containing asbestos;
- c. The installation, repair, removal, encapsulation, abatement, replacement, handling of or exposure to, asbestos or products containing asbestos; or
- d. The use of asbestos in constructing or manufacturing any goods, products, or structures.

We will not pay for the investigation or defense of any claim or "suit" or for any fine, cost, or expense of any claim or "suit" resulting from asbestos.

3. Communicable Disease

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

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

- a. Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

4. Silica or Silica-Related Dust

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened, or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

- b. Any loss, cost, or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

5. **Fungi or Bacteria**

- a. "Bodily injury", "property damage", or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

6. **Employment Related Practices**

"Bodily injury", "property damage", or "personal and advertising injury" to:

- a. A person arising out of any:
 - 1) Refusal to employ that person;
 - 2) Termination of that person's employment; or
 - 3) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person;
 - 4) Violation(s) of any federal, state, or local wage and hour laws including, but not limited to, those relating to overtime compensation, on-call time, minimum wage, employment misclassification, gratuities, vacation pay, meal and rest breaks, uniform and equipment reimbursement, payroll deductions, waiting time penalties, books, records, and documentation obligations, mileage or other business expense reimbursement, or the classification of employ-

ees for the purpose of determining employees' eligibility for compensation or other benefits; or

- 5) Discrimination or harassment of that person in their capacity as your customer, vendor, or client, including the following as it relates to such discrimination or harassment: violation of an individual's civil rights, libel, slander, humiliation, mental anguish, infliction of emotional distress, defamation, or invasion of privacy.

- b. The spouse, child, parent, brother, or sister of that person as a consequence of "bodily injury", "property damage", or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs 1), 2), 3), 4), or 5) above is directed.

This exclusion applies:

- a. Whether the injury-causing event described in Paragraphs 1), 2), 3), or 4) above occurs before employment, during employment, or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

7. **Automobile Operations**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the following operations:

- a. Auto sales;
- b. Auto dismantling;
- c. Operating a scrap metal business;
- d. Operating a junk yard;
- e. Tire recapping;
- f. Auto structural changing;
- g. Auto building or rebuilding; or
- h. Sales of salvage vehicles.

This exclusion applies regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

8. **Nuclear Energy Liability**

- a. "Bodily injury" or "property damage":
 - 1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association,

Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limits of liability; or

- 2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:
 - a) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof;
 - b) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- b. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- c. "Bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - 1) The "nuclear material":
 - a) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or
 - b) Has been discharged or dispersed therefrom;
 - 2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of, by or on behalf of an "insured"; or
 - 3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c) applies only to "property

damage" to such "nuclear facility" and any property threat.

As used in this Nuclear Energy Liability Exclusion "property damage" includes all forms of radioactive contamination of property.

9. Tanning Beds/Operations

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, or use of tanning beds or devices.

10. Personal Liability

This insurance does that apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of personal liability and/or personal activities of the insured at any business premises which is also occupied as the insured's residence.

B. Under **Section V – Definitions**, the following Definitions are added:

- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.
- "Hazardous properties" includes radioactive, toxic, or explosive properties.
- "Nuclear facility" means:
 - a. Any "nuclear reactor";
 - b. Any equipment or device designed or used for:
 1. Separating the isotopes of uranium or plutonium;
 2. Processing or utilizing "spent fuel"; or
 3. Handling, processing, or packaging "waste";
 - c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";

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

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

- "Nuclear material" means "source material", "Special nuclear material", or "by-product material".
- "Silica" means silicon dioxide (occurring in crystalline amorphous and impure forms), silica particles, silica dust, or silica compounds.
- "Silica-related dust" means a mixture or combination of "silica" and other dust or particles.
- "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- "Waste" means any waste material:
 - a. Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content;
 - b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following are added under Paragraph 2., **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability**:

Professional Liability

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

1. The rendering of or failure to render:
 - a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages with them;
 - b. Health or therapeutic service, treatment, advice, or instruction;
 - c. Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - d. Service, treatment, advice, or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, personal grooming, or therapy;
 - e. Service, treatment, advice, or instruction relating to physical fitness, including service, treatment, advice, or instruction in connection with diet, cardiovascular fitness, bodybuilding, or physical training programs; or
 - f. Services in the performance of any claim, investigation, adjustment, engineering, inspection, appraisal, survey, or audit services.
2. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
3. The handling of or performing of autopsies;
4. Any act, error, or omission with respect to the embalming, handling, disposition, burial, cremation, disinterment, eye enucleation, or removal of dead bodies;
5. The rendering of or failure to render the following professional veterinarian services:
 - a. Medical, surgical, diagnostic testing, or dental procedures used for the prevention, detection, diagnosis, or treatment of any sickness, disease, condition, or injury in animals, including the related furnishing or prescription of drugs or medical, dental, or surgical supplies;
6. The rendering of or failure to render cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometric services, or treatments;
7. The selling, licensing, franchising, or furnishing of your computer software, including electronic data processing programs, designs, specifications, manuals, and instructions;
8. Any act, error, or omission with respect to electronic data processing; computer consulting, computer programming services, advice, or instruction, or computer operations;
9. Any act, error, or omission with respect to any real estate agent or broker services;
10. The rendering of or failure to render the following insurance or related professional services:
 - a. Advising, inspecting, reporting, or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent, or representative thereof;
 - b. Effecting insurance, reinsurance, or suretyship coverages;
 - c. Investigating, defending, or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance, or suretyship;
 - d. Auditing or maintaining accounts or records of others;
 - e. Conducting an investment, loan, or real estate department or operations;
 - f. Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans, or similar activities; or
 - g. Performing any claim, investigative, adjustment, engineering, inspecting, consulting, survey, au-

- dit, appraisal, actuarial, or data processing service for a fee;
11. Arising out of advisory services or counseling with respect to such issues as mental health, crisis prevention, social services or drug and alcohol rehabilitation or similar subjects;
 12. Any error, omission, defect, or deficiency in any evaluation, consultation, or advice concerning telecommunication equipment or services;
 13. Any advice, consultation, evaluation, inspection, supervision, quality control, or phone network set-up, including central office cabling;
 14. The failure to adequately provide telecommunication services;
 15. Any error, omission, defect, or deficiency in any evaluation, consultation, or advice concerning Internet service or Internet access;
 16. The failure to adequately provide Internet services or Internet access;
 17. Any error, omission, defect, or deficiency in:
 - a. Any test performed; or
 - b. An evaluation, a consultation, or advice given;
 18. The reporting of or reliance upon any test, evaluation, consultation, or advice;
 19. Any error, omission, defect, or deficiency in experimental data or the insured's interpretation of that data;
 20. The rendering of or failure to render any "professional services" by you or on your behalf, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural, or surveying services to others in your capacity as an engineer, architect, or surveyor; and
 - b. Providing or hiring independent professionals to provide engineering, architectural, or surveying services in connection with construction work you perform; or

21. Any other service of a professional nature, including but not limited to accounting, appraiser, attorneys, computer software development, draftsmen, mortgage broker, physiotherapist, stock broker, printers, or title search office.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

- B. If a premium for a professional liability coverage is shown in the Declarations, then the applicable exclusion for that professional liability coverage does not apply.
- C. The following definition is added to **Section V - Definitions**:

"Professional services" includes:

1. The preparing, approving, or failing to prepare or approve maps, plans, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervision or inspection activities performed as part of any related architectural or engineering activities.

"Professional services" do not include services within construction means, methods, techniques, sequences, and procedures employed by you in connection with your operations in your capacity as a construction contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PENNSYLVANIA LIABILITY CHANGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Under **Section I – Coverages - Coverage A – Bodily Injury And Property Damage Liability – Paragraph 1. Insuring Agreement** the following is added:

If we initially defend an insured or pay for an insured's defense but later determine that none of the claim(s) for which we provided a defense or defense costs, are covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

- B. Under **Section IV – Commercial General Liability Conditions**, the following Condition is added:

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

Notwithstanding the Other Insurance Condition in your policy, if this policy and any other coverage form or policy issued to you by us applies to the same "occurrence", offense, or accident, the maximum Limits of Insurance under all coverage forms or policies will not exceed the highest applicable Limits of Insurance under any one coverage form or policy.

In no event will coverage be provided during the policy period after:

1. The applicable Aggregate Limits of Insurance under one coverage form or policy has been exhausted; or
2. The applicable Aggregate Limits of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverage forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

- C. Under **Section V – Definitions**, "occurrence" is deleted and replaced by the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. "Property damage" to "your work" will constitute an "occurrence" if all of the following conditions are met:

- a. The "property damage" to "your work" is included in the "products-completed operations hazard";
- b. The damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; and
- c. The "property damage" is not expected or intended by you or anyone for whom you are legally responsible.

- D. Under **Section V – Definitions**, the following is added to "property damage":

- c. "Property damage" does not include any loss, cost, or expense to correct any defective, faulty, or incorrect work performed by you or by any contractors or subcontractors working directly or indirectly on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – HOMEOWNERS, TOWNHOUSE, OR SIMILAR ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. **Section II - Who Is An Insured** is amended to include each individual homeowner, but only with respect to liability as a member of the homeowners, townhouse, or similar association and not with respect to any liability arising out of the ownership, maintenance, use, or repair of the real property to which the owner has title.
1. "Bodily" injury or "property damage" must be caused in whole or in part by you or others acting on your behalf; and
 2. Only applies to the extent permitted by law and will not be broader than that required by any contract or agreement.
- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:
- The most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

DIRECTORS AND OFFICERS LIABILITY COVERAGE – CONDOMINIUM OR HOMEOWNERS ASSOCIATION

CLAIMS-MADE FORM

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

Throughout this policy the words "you" and "your" refer to the "Condominium or Homeowners Association" and the "directors and officers" of the Condominium or Homeowners Association. 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 VII – Definitions**.

SECTION I – DIRECTORS AND OFFICERS LIABILITY COVERAGE – CONDOMINIUM OR HOMEOWNERS ASSOCIATION

1. Insuring Agreement

- a. We will pay those sums that an insured becomes legally obligated to pay as damages, including punitive or exemplary damages where permitted by law, because of a "claim" for a "wrongful act" to which this insurance applies.

We will have the right and duty to defend an insured against any "claim" seeking those damages. However, we will have no duty to defend an insured against any "claim" seeking damages for a "wrongful act" to which this insurance does not apply.

We may, at our discretion, investigate any "wrongful act" and settle any "claim" that may result. But:

- 1) The amount we will pay for damages is limited as described under **Section III – Limits of Insurance**; and
- 2) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Form.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided under **Paragraph 3. Supplementary Payments**.

- b. This insurance applies to all "wrongful acts" covered by this Coverage Form only if:
 - 1) The "wrongful act" takes place in the "coverage territory";

- 2) The "wrongful act" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- 3) A "claim" for damages because of a "wrongful act" is first made against an insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under **Section VI – Extended Reporting Periods** in this Coverage Form.

- c. A "claim" by a person or organization seeking damages for a "wrongful act" will be deemed to have been made at the earliest of the following times:

- 1) At the time an insured provided us with notice of circumstances, pursuant to **Section V., Paragraph 2.a. – Duties in the Event of a Claim or Wrongful Act**, if the subsequent "claim" alleges, arises out of, is based upon, or is attributable to such circumstances or if the "claim" alleges any related "wrongful act" to such circumstances;
- 2) When notice of such "claim" is received and recorded by you or us, whichever comes first; or
- 3) When we make settlement in accordance with **Paragraph 1. – Insuring Agreement** above.

All "claims" for damages because of a "wrongful act" to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Bankruptcy

Any liability arising out of your bankruptcy or insolvency.

b. Dishonest, Fraudulent, Criminal, or Malicious Acts

Any liability arising out of any dishonest, fraudulent, criminal, or malicious acts by or at the direction of any insured. However, to the extent that a claim is otherwise covered under this Coverage Form, we will defend a claim asserting a dishonest, fraudulent, or malicious act until such time as the insured is determined to have committed such dishonest, fraudulent, or malicious act.

c. **Bodily Injury or Property Damage**

Any liability arising out of "bodily injury" or "property damage".

d. **Violation of Securities**

Any actual or alleged violation in the purchasing or sale of any securities under the Federal Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utilities Holding Company Act of 1935, the Investment Company Act of 1940, or to any amendments or additions to any of these acts.

e. **Issuance or Sale of Securities**

Any equity or debt offering, solicitation, sale, distribution, or issuance of securities of the Condominium or Homeowners Association where such issuance is exempt from the registration requirements of the Federal Securities Act of 1933, Securities Exchange Act of 1934, or any State Blue Sky Laws, or any activities or transactions dealing in any way with such issuance of securities of the Condominium or Homeowners Association.

f. **Personal Profit or Gain**

Damages resulting from any transaction of an insured to gain any profit, remuneration, or financial advantage to which such insured was not legally entitled. However, to the extent that a "claim" is otherwise covered under this Coverage Form, we will defend a "claim" asserting an insured gained profit, remuneration, or financial advantage to which such insured was not legally entitled, until such time as the insured is determined to have in fact unlawfully gained such profit, remuneration, or financial advantage.

g. **Contractual Liability**

Any liability of others assumed by the insured under any contract or agreement, whether oral or in writing.

This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

h. **Violation of Laws**

Damages resulting from the violation of any federal, state, or local civil rights law, including discrimination on account of race, religion, sex, age, or nationality.

i. **Nuclear Hazard**

Due to or resulting from nuclear reaction, nuclear radiation, or radioactive contamination, or to any act or condition incidental to any of the above.

j. **Pollution**

1) Any liability arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants";

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

a) Request, demand, order, 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" 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".

k. **ERISA**

For an actual or alleged violation of the responsibilities, obligations, or duties imposed by the Employee Retirement Income Security Act of 1974, as amended, or similar provisions of any federal, state, or local statutory law or common law with respect to any pension, profit sharing, health and welfare, or other employment benefit plan or trust established or maintained for the purpose of providing benefits to employees of the organization.

l. **Fungi or Bacteria**

Any loss, cost, or expense 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.

m. **Prior Knowledge**

Any liability arising out of incidents, circumstances, or "wrongful acts", which an insured:

1) Had knowledge of; or

2) Could have reasonably foreseen might result in a "claim";

and which were known to the insured prior to the effective date of this Directors and Officers Liability Coverage – Condominium or Homeowners Association or the first Directors and Officers Liability Coverage – Condominium or Homeowners Association issued by us for which this Directors and Officers Liability Coverage – Condominium or Homeowners Association is an uninterrupted renewal.

n. **Prior Notice**

Any liability arising out of the facts alleged, or to the same or related "wrongful acts" alleged or contained in any "claim" which has been reported, or in any circumstances for which notice has been given, under any policy for which this Directors and Officers Liability Coverage – Condominium or Homeowners Association is a renewal or replacement.

o. **Prior and Pending Litigation**

Any liability arising out of any prior:

- 1) Litigation; or
- 2) Administrative or regulatory proceeding or investigation

for which an insured had notice, or alleging the same or related "wrongful acts" alleged or contained in such pending or prior litigation or administrative or regulatory proceeding or investigation which the insured had knowledge of prior to the effective date of this Directors and Officers Liability Coverage – Condominium or Homeowners Association or the first Directors and Officers Liability Coverage – Condominium or Homeowners Association issued by us for which this Directors and Officers Liability Coverage – Condominium or Homeowners Association is an uninterrupted renewal.

p. **Outside Directorship Liability**

Any "claim" for a "wrongful act" against an insured in an "outside position" if such "claim" is brought or maintained by or on behalf of the "outside organization" in which the insured serves, or by or on behalf of any past, present, or future director or officer of the "outside organization".

However, this exclusion does not apply to:

- 1) Any "wrongful act" by an insured in his or her "outside position". Coverage provided under this Coverage Form shall be excess over any other insurance provided by the "outside organization" for the "directors and officers";
- 2) A "claim" made and maintained on behalf of the "outside organization" independently of and without the solicitation, assistance, participation, or intervention of any insured or any "director or officer" of the "outside organization"; or
- 3) A "claim" brought by a "director or officer" of an "outside organization" for contribution or indemnification, if such "claim" directly results from another "claim" covered under this Coverage Form.

q. **Abuse or Sexual Molestation**

Due to or resulting out of the actual or alleged:

- 1) "Abuse or sexual molestation" by any insured; or
- 2) Negligent:
 - a) Employment;
 - b) Hiring;
 - c) Supervision;
 - d) Transfer;
 - e) Retention;
 - f) Investigation; or
 - g) Reporting to the proper authorities, or failure to so report

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1) above.

r. **Professional Services**

Any liability arising out of the rendering or failure to render any professional services, whether or not a fee is paid, including but not limited to, any errors or omissions alleged in the rendering or failure to render professional services.

s. **Intellectual Property**

Any liability which arises out of any:

- 1) Actual or alleged infringement of copyright, patent, trademark, trade secrets, or other intellectual property rights;
- 2) Unfair competition or piracy; or
- 3) Theft or wrongful taking of concepts or intellectual property.

t. **Insurance Operations**

Any liability arising out of the rendering of or failure to render the following insurance or related professional services:

- 1) Advising, inspecting, reporting, or making recommendations in the insured's capacity as an insurance company, consultant, broker, agent, or representative thereof;
- 2) Effecting insurance, reinsurance, or suretyship coverages;
- 3) Investigating, defending, or settling any claim under any contract or treaty of insurance, self-insurance, reinsurance, or suretyship;
- 4) Auditing or maintaining accounts or records of others;
- 5) Conducting an investment, loan, or real estate department or operations;

- 6) Acting in any capacity as a fiduciary or trustee for mutual funds, pension or welfare funds, annuities, endowments, employee benefit plans, or similar activities; or
- 7) Performing any claim, investigative, adjustment, engineering, inspecting, consulting, survey, audit, appraisal, actuarial, or data processing service for a fee.

u. **Access or Disclosure of Confidential or Personal Information and Data-Related Liability**

Damages based upon, arising out of, attributable to, or resulting from:

- 1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
- 2) The loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

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

v. **Cyber Liability**

Damages based upon, arising out of, attributable to, or resulting from any of the following:

- 1) Data Breach Response Expenses, from a "personal data breach", which include, but are not limited to any of the following costs or expenses:
 - a) Forensic IT Review;
 - b) Legal Review;
 - c) Notification to Affected Individuals;
 - d) Services to Affected Individuals;
 - e) Public Relations;
 - f) Regulatory Fines and Penalties;
 - g) Payment Card Industry Assessments, Fines, and Penalties;
 - h) Reputational Harm Costs; or
 - i) Reward Payments;
- 2) "Computer Attack";

- 3) Cyber Extortion or any such event alleging, arising out of, based upon, or is attributable to a "cyber extortion threat";
- 4) Misdirected Payment Fraud or any such event alleging, arising out of, based upon, or is attributable to a "wrongful transfer event";
- 5) Computer Fraud or any such event alleging, arising out of, based upon, or is attributable to a "computer fraud event";
- 6) Telecommunications Fraud or any such event alleging, arising out of, based upon, or is attributable to a "computer attack" on a "telecommunications system";
- 7) Privacy Incident Liability or any such event alleging, arising out of, based upon, or is attributable to a "privacy incident";
- 8) Network Security Liability or any such event alleging, arising out of, based upon, or is attributable to a "network security incident"; or
- 9) Electronic Media Liability or any such event alleging, arising out of, based upon, or is attributable to a "electronic media incident".

This insurance does not apply to, nor do we have any duty to defend, a "claim" or "suit" against any insured which seeks damages that are based upon, arising out of, attributable to, or resulting from any actual or alleged cyber event listed in this Cyber Liability Exclusion, even if the "claim" or "suit" alleges that such damages are based upon, arising out of, attributable to, or resulting from any insured's act, error, omission, misstatement, misleading statement, neglect, or breach of duty with respect to such cyber event.

Except to the extent that insurance is provided by this Directors and Officers Liability Coverage – Condominium or Homeowners Association, the Policy to which this Coverage From is attached does not apply to nor do we have any duty to defend any "claim" or "suit" seeking damages that allege, arising out of, based upon, or is attributed to any actual or alleged cyber event, which is listed in this Cyber Liability Exclusion.

3. **SUPPLEMENTARY PAYMENTS**

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

- a. All expenses we incur.
- b. 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.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of

the "claim", including actual loss of earnings up to \$250 a day because of time off from work.

- d. All court costs assessed against an insured in the "claim". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- e. Prejudgment interest awarded against an 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.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. The Condominium or Homeowners Association and any other person or organization named in the Declarations is an insured under this Coverage Form.
2. The "directors and officers" of the Condominium or Homeowners Association are insureds under this Coverage Form.
3. The "employees" and "volunteer workers" of the Condominium or Homeowners Association are insureds under this Coverage Form.
4. Anyone, their estates, guardians, legal representatives, heirs, or assigns who was not a "director or officer" of the Condominium or Homeowners Association at the time of discovery of a "wrongful act" but was a "director or officer" when the "wrongful act" was committed.
5. Any person or organization while acting as the Condominium or Homeowners Association's real estate or property manager for acts committed at the direction of the Condominium or Homeowners Association or the "directors and officers" of the Condominium or Homeowners Association are insureds under this Coverage Form. However, a real estate or property manager is not an insured for "claims" brought against them by the Condominium or Homeowners Association or the "directors and officers".
6. The "directors and officers" and/or committee members of the Condominium or Homeowners Association collectively and each individually.
7. The spouses and "domestic partners" of any insured are insureds under this Coverage Form but only for a "claim" arising out of any actual or alleged "wrongful act" of an insured and, in the case of a spouse or "domestic partner", where such "claim" seeks damages from marital community property, jointly held property, or property transferred

from an insured to the spouse or "domestic partner". No spouse or "domestic partner" may seek or obtain separate counsel in connection with any "claim" under this Coverage Form.

We have no obligation to make any payment for loss in connection with any "claim" against a spouse or "domestic partner" of any insured for any actual or alleged "wrongful act" by such spouse or "domestic partner".

8. 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 be deemed to be a named insured if there is no other similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or, the end of the policy period, whichever is earlier;
- b. Coverage does not apply to "wrongful acts" committed or existed before you acquired or formed the organization; and
- c. The organization must be engaged in the business capacity described in the Declarations.

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 for this coverage and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made;
 - c. Persons or organizations making "claims"; or
 - d. "Wrongful acts".
2. The Aggregate Limit is the most we will pay for the sum of damages to one or more persons or organizations as a result of all "claims" made during the policy period.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all damages to one or more persons or organizations as a result of any one "claim".

The Limits of Insurance of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (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 – DEDUCTIBLE

1. Our obligation to pay damages on your behalf for each "claim" applies only to the amount of damages in excess of the deductible amount shown in the Declarations for this Coverage Form. The Limits of Insurance will not be reduced by the application of this deductible.
2. The terms of this Coverage Form, including those with respect to:
 - a. Our right and duty to defend any "claims" seeking those damages; and
 - b. Your duties, and the duties of any other involved insured, in the event of a "wrongful act" or "claim";apply irrespective of the application of the deductible amount.
3. We may pay any part or the entire deductible amount to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

SECTION V – DIRECTORS AND OFFICERS LIABILITY COVERAGE – CONDOMINIUM OR HOMEOWNERS ASSOCIATION – CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Claim or Wrongful Act

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

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:
 - 1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the "claim";

- 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 an insured because of a "claim" 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, without our consent.
- ### 3. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a "claim" asking for damages from an insured; or
- b. To sue us on this Coverage Form 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 Form or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, an insured, and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis, that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to a "claim" on other than a claims-made basis, if:

- 1) No Retroactive Date is shown in the Declarations for this Coverage Form; or

- 2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations for this Coverage Form.

When this insurance is excess, we will have no duty to defend an insured against any "claim" if any other insurer has a duty to defend an insured against that "claim". If no other insurer defends, we will undertake to do so, but we will be entitled to an insured's rights against all those other insurers.

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

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

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 for this Coverage Form.

c. Method of Sharing

If all the insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid out 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.

d. Outside Directorship Liability

This insurance is excess over any other insurance, whether primary, excess, contingent, or on any other basis, available from or provided by the "outside organization" in which the insured serves in an "outside position". Payment under another policy as a result of a "claim" against an insured in an "outside position" shall reduce, by the amount of such payment, the Limits of Insurance under this Coverage Form with respect to such "claim".

5. Representations

By accepting this Coverage Form, 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.

6. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to the Condominium or Homeowners Association, this insurance applies:

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

7. Transfer of Rights of Recovery Against Others to Us

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

8. Two or More Coverage Forms or Policies Issued By Us

Notwithstanding the Other Insurance Condition in your policy, if this Coverage Form and any other coverage form or policy issued to you by us applies to the same "wrongful act" the maximum Limits of Insurance under all coverage forms or policies will not exceed the highest applicable Limits of Insurance under any one coverage form or policy.

In no event will coverage be provided during the policy period after:

- a. The applicable Aggregate Limits of Insurance under one coverage form or policy has been exhausted; or
- b. The applicable Aggregate Limits of Insurance under any one coverage form or policy would have been exhausted had all covered "claims" been submitted under that one coverage form or policy rather than under two or more coverage forms or policies.

This condition does not apply to any coverage form or policy issued by us specifically to apply as excess insurance over this policy.

9. When We Do Not Renew

If we decide not to renew this Coverage Form, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than sixty (60) days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice. (Maryland – We will send written notice of intention to cancel at least forty-five (45) days beforehand to the Named Insured at the Named Insured's last known mailing address).

10. Notice To You

All persons insured agree that the Condominium or Homeowners Association is authorized to act on behalf of all persons insured to give and receive notice of cancellation, accept any endorsement issued to form a part of this Coverage Form, and receive return premium, if any.

11. Severability of Exclusions

For the purpose of determining coverage:

- a. The Application shall be construed as a separate application for coverage by each insured;
- b. No fact pertaining to or knowledge possessed by any insured shall be imputed to any other insured; and
- c. Only knowledge possessed by an executive shall be imputed to an insured organization.

Except as described above, no fact pertaining to or knowledge possessed by any insured shall be imputed to any other insured.

12. Your Right to Claim Information

We will provide you the following information relating to this and any preceding claims-made coverages that we have issued covering the insured under this Coverage Form for the previous three (3) years:

- a. A list or other record of each "claim", not previously reported to any other insurer, of which we were notified in accordance with Paragraph **2. Duties in the Event of Claim or Wrongful Act of Section V – Directors and Officers Liability Coverage – Condominium and Homeowners Association – Conditions**. We will include the date and brief description of the "claim" if that information was in the notice we received.
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose the information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this coverage, we will provide such information no later than thirty (30) days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from you within sixty (60) days after the end of the policy period. In this case, we will provide this information within forty-five (45) days (KY – thirty (30) days; TN – ten (10) days) of receipt of the request.

We compile "claim" information for our own business purposes and exercise reasonable care in doing so. In providing this information to you, we make no representations or warranties to any persons insured, insurers, or others to whom this information is furnished by or on behalf of any persons insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Form is canceled or not renewed; or
 - b. We renew or replace this coverage with insurance that:
 - 1) Has a Retroactive Date later than the date shown in the Declarations of this Coverage Form; or
 - 2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" that occur before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations. Once in effect, Extended Reporting Periods may not be canceled.
3. A Basic Extended Reporting Period is automatically provided without additional premium charge. This period starts with the end of the policy period and lasts for:
 - a. One year with respect to "claims" because of a "wrongful act" reported to us no later than sixty (60) days after the end of the policy period, in accordance with Paragraph **2.a. under Section V – Directors and Officers Liability Coverage – Condominium or Homeowners Association – Conditions – Duties in the Event of Claim or Wrongful Act**.
 - b. Sixty (60) days with respect to "claims" arising from a "wrongful act" not previously reported to us.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase or that would be covered but for exhaustion of the amount of insurance applicable to such "claim".
4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of one, three, or five year durations are available, but only by an endorsement and for an extra premium charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above ends.

You must give us a written request for the endorsement within sixty (60) days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Form for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 200% of the annual premium for this Coverage Form.

This endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

6. The Supplemental Extended Reporting Period will provide a separate Aggregate Limit of Insurance described below, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental Aggregate Limits of Insurance will be equal to or greater than the dollar amount shown in the Declarations in effect at the end of the policy period for the Aggregate Limit for this Coverage Form.

Paragraph 2. under **Section III – Limits of Insurance** will be amended accordingly. The Each Claim Limit shown in the Declarations will then continue to apply, as set forth in Paragraph 5. of that Section.

SECTION VII – DEFINITIONS

1. "Abuse or sexual molestation" means any actual, threatened, or alleged act, error, omission, conduct, or misconduct that a "claim" alleges:
 - a. To be, or to constitute, any form of abuse under any applicable state or federal statute;
 - b. Any act which would be considered a criminal act under any applicable federal, state, or local statute, ordinance, or law relating to sexual offenses;
 - c. Any non-sexual assault, non-sexual battery, or non-sexual abuse directed at a person;
 - d. Any actual or attempted touching of a person by another person for the purpose of obtaining sexual arousal or sexual gratification;

- e. Any other act undertaken by a person for the purpose of obtaining sexual arousal or sexual gratification;
- f. Any conduct characterized or interpreted as sexual abuse, intimidation, or sexual harassment; or
- g. Any conduct characterized or interpreted as being sexual in nature.

Conduct or misconduct described above constitutes abuse regardless of whether or not it is alleged to be negligent, reckless, knowing, intentional, fraudulent, oppressive, malicious, or otherwise.

2. "Affected individual" means any person whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released, or accidentally published by a "personal data breach". This definition is subject to the following provisions:
 - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".
 - b. An "affected individual" may reside anywhere in the world.
3. "Authorized third party user" means a party who is not an "employee" or a director of you who is authorized by contract or other agreement to access the "computer system" for the receipt or delivery of services.
4. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.
5. "Claim" means:
 - a. A written demand for monetary damages or non-monetary relief, against an insured for a "wrongful act";
 - b. A civil, judicial, administrative, or regulatory proceeding against an insured that seeks damages because of a "wrongful act" to which this insurance applies;
 - c. A civil proceeding against any insured commenced by the service of a complaint or similar pleading upon such insured;
 - d. An administrative or regulatory proceeding against any insured commenced by such insured's receipt of a notice of charges or similar document;
 - e. A civil, administrative, or regulatory investigation of any insured person commenced by the service upon or other receipt by an insured of a target letter or other written notice from the investigating authority identifying by name the insured as an individual against whom a proceeding may be commenced;
 - f. An arbitration proceeding in which such damages are claimed and to which an insured must submit or does submit with our consent;

- g. Any other alternative dispute resolution proceeding in which such damages are claimed and to which an insured submits with our consent; or
 - h. Any criminal proceeding against an insured which is commenced by the return of an indictment, information, or similar document, or receipt of filing of a notice of charges.
6. "Computer attack" means one of the following involving the "computer system":
- a. An "unauthorized access incident";
 - b. A "malware attack"; or
 - c. A "denial of service attack" against a "computer system".
- A "computer attack" ends at the earlier of:
- a. The time that the active attacking behavior ceases, the time that you have regained control over the "computer system", or the time that all unauthorized creation, destruction, or movement of data associated with the "computer attack" has ceased, whichever happens latest; or
 - b. Thirty (30) days after your discovery of the "computer attack".
7. "Computer fraud event" means an "unauthorized access incident" that leads to the intentional, unauthorized, and fraudulent entry of or change to data or instructions within a "computer system owned or leased by you and operated under your control. Such fraudulent entry or change must be conducted by a person who is not an "employee", executive, or "independent contractor". Such fraudulent entry or change must cause "money" to be sent or diverted. The fraudulent entry or change must result in direct financial loss to you.
8. "Computer system" means a computer or other electronic hardware that:
- a. Is owned or leased by you and operated under your control; or
 - b. Is operated by a third-party service provider used for the purpose of providing hosted computer application services to you or for processing, maintaining, hosting, or storing your electronic data.
9. "Coverage territory" means anywhere in the world, but only if the "claim" is made or "suit" is brought against any insured for a "wrongful act" in the United States of America, including its territories and possessions, Puerto Rico, or Canada.
10. "Cyber extortion threat" means a demand for money from you based on a credible threat, or series of related credible threats, to:
- a. Launch a "denial of service attack" against the "computer system" for the purpose of denying "authorized third party users" access to your services provided through the "computer system" via the Internet;
 - b. Gain access to a "computer system" and use that access to steal, release, or publish "personally identifying information", "personally sensitive information", or "third party corporate data";
 - c. Alter, damage, or destroy electronic data or software while such electronic data or software is stored within a "computer system";
 - d. Launch a "computer attack" against a "computer system" in order to alter, damage, or destroy electronic data or software while such electronic data or software is stored within a "computer system"; or
 - e. Transfer, pay, or deliver any funds or property using a "computer system" without your authorization.
- "Cyber extortion threat" does not mean or include any threat made in connection with a legitimate commercial dispute.
11. "Denial of service attack" means an intentional attack against a target computer or network of computers designed to overwhelm the capacity of the target computer or network in order to deny or impede authorized users from gaining access to the target computer or network through the Internet.
12. "Directors and officers" means those individuals, who were, now are, or shall be:
- a. The holder of any elected or appointed officer position created by charters or bylaws of the Condominium or Homeowners Association, including any such officer positions created after the effective date of this Coverage Form;
 - b. A duly elected or appointed member of the administrative board of the Condominium or Homeowners Association; and
 - c. Any other person, who was one of the "directors and officers" of the Condominium or Homeowners Association at the time a "wrongful act" upon which the "claim" is based was committed. This also includes estates, guardians, or legal representatives of such persons.
13. "Domestic partner" means any natural person qualifying as a "domestic partner" under the provisions of any applicable federal, state, or local law or under the provisions of any formal program established by you.
14. "Electronic data" means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other repositories of computer software which are used with

- electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.
15. "Electronic media incident" means an allegation that the display of information in electronic form by you on a website resulted in:
 - a. Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark, or service name;
 - b. Defamation against a person or organization that is unintended; or
 - c. A violation of a person's right of privacy, including false light and public disclosure of private facts.
 16. "Employee" includes a "leased worker." Employee does not include a "temporary worker."
 17. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or by-products produced or released by "fungi".
 18. "Independent contractor" means a natural person that provides goods or services to you under terms specified in a written contract, but only while acting on behalf of, at the direction of, and under the supervision of you.
 19. "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".
 20. "Malware attack" means an attack that damages a "computer system" or data contained therein arising from malicious code, including viruses, worms, Trojans, spyware, and keyloggers.

"Malware attack" does not mean or include damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your "computer system" during the manufacturing process or normal maintenance.
 21. "Money" means a medium of exchange in current use and authorized or adopted by a domestic or foreign government, including currency, coins, banknotes, bullion, travelers' checks, registered checks, and money orders held for sale to the public.

"Money" does not mean or include any cryptocurrency, whether or not authorized or adopted by a domestic or foreign government. Cryptocurrency includes, but is not limited to, Bitcoin, Ethereum, and other forms of digital, virtual, or electronic money.
 22. "Network security incident" means a negligent security failure or weakness with respect to a "computer system" which allowed one or more of the following to happen:
 - a. The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware, and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code;
 - b. The unintended abetting of a "denial of service attack" against one or more other systems; or
 - c. The unintended loss, release, or disclosure of "third party corporate data".
 23. "Outside organization" means a non-profit or charitable organization other than the insured Condominium or Homeowners Association.
 24. "Outside position" means service by an insured as a holder of any appointed officer position created by charters or bylaws or an appointed member of the governing board for an "outside organization", but only during such time that such service is with the knowledge, consent, and at the specific request of the Condominium or Homeowners Association.
 25. "Personal data breach" means the loss, theft, accidental release, or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release, or accidental publication involves "personally identifying information", such loss, theft, accidental release, or accidental publication must result in or have the reasonable possibility of resulting in the fraudulent use of such information. This definition is subject to the following provisions:
 - a. At the time of the loss, theft, accidental release, or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in the direct care, custody, or control of:
 - 1) You; or
 - 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission, or transportation of such information.
 - b. "Personal data breach" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction.
 - c. "Personal data breach" includes situations where there is a reasonable cause to suspect that such "personally

identifying information" or "personally sensitive information" has been lost, stolen, accidentally released, or accidentally published, even if there is no firm proof.

- d. All incidents of "personal data breach" that are discovered at the same time or arise from the same cause will be considered one "personal data breach".
26. "Personally identifying information" means:
- a. Information, including health information, that could be used to commit fraud or other illegal activity involving the credit, access to health care, or identity of an "affected individual". This includes, but is not limited to, Social Security numbers or account numbers.
 - b. "Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.
27. "Personally sensitive information" means:
- a. Private information specific to an individual the release of which requires notification to "affected individuals" under any applicable law.
 - b. "Personally sensitive information" does not mean or include "personally identifying information".
28. "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.
29. "Privacy incident" means:
- a. A "personal data breach";
 - b. Your failure to comply with a privacy policy;
 - c. Your unauthorized, unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful collection of "personally identifying information"; or
 - d. Your unlawful (including, but not limited to, in violation of the European Union General Data Protection Regulation, the California Consumer Privacy Act or similar laws) or wrongful failure to amend, correct, or delete "personally identifying information".
30. "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.

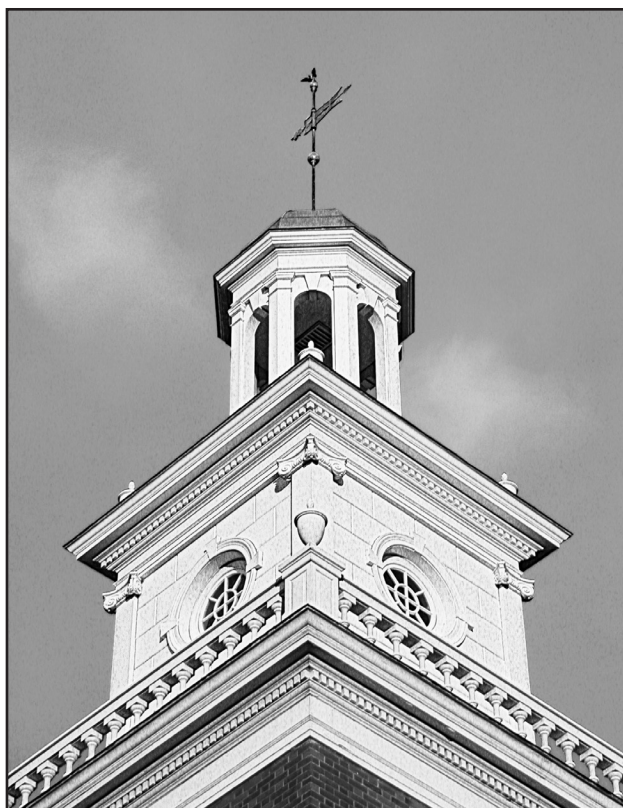
As used in this definition, electronic data means information, facts, or computer programs stored as or on, created or used on, or transmitted to or from, computer software (including systems and applications software) on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or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

31. "Telecommunications system" means any telephone or fax system including but not limited to, Voice over Internet Protocol (VoIP) or other internet-based telephone system that is owned or leased by you and operated under your control.
32. "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.
33. "Third party corporate data" means:
 - a. Any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report, or other item of information of a third party which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement or which you are legally required to maintain in confidence.
 - b. "Third party corporate data" does not mean or include "personally identifying information" or "personally sensitive information".
34. "Unauthorized access incident" means the gaining of access to a "computer system" by:
 - a. An unauthorized person or persons; or
 - b. An authorized person or persons for unauthorized purposes.
35. "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.
36. "Wrongful act" means any actual or alleged act, error, omission, misstatement, misleading statement, neglect, or breach of duty by any insured but only while acting within the scope of their duties, related to the operations of the Condominium or Homeowners Association.
37. "Wrongful transfer event" means an intentional and criminal deception of you or a financial institution with which you have an account. The deception must be perpetrated by a person who is not an "employee", executive, or "independent contractor" using email, facsimile, or telephone communications to induce you or

the financial institution to send or divert "money", securities, or tangible property. The deception must result in direct financial loss to you.

"Wrongful transfer event" does not mean or include any occurrence:

- a. In which you are threatened or coerced to send money or divert a payment; or
- b. Arising from a dispute or disagreement over the completeness, authenticity, or value of a product, a service, or a financial instrument.



ErieSecure BusinessSM

Pennsylvania



THANK YOU

for choosing Erie Insurance for your business insurance needs. The ERIE is proud to present this ErieSecure Business Policy. This important contract between YOU and The ERIE consists of this policy with coverage agreements, limitations, exclusions and conditions, a Declarations, plus any endorsements. We urge YOU to read it.

The protection given by this policy is in keeping with the single purpose of our Founders: "To provide YOU with as near PERFECT PROTECTION, as near PERFECT SERVICE, as is humanly possible, and to do so at the LOWEST POSSIBLE COST."

AGREEMENT

In return for your timely premium payment and your compliance with all of the provisions of this policy, we agree to provide the coverages you have purchased. Your coverages and limits of protection are shown in the Declarations, which are part of this policy.

This agreement is made in reliance on the information you have given us, and is subject to all of the terms of this policy.

This policy and all endorsements to it constitute the entire agreement between you and us.

GENERAL POLICY CONDITIONS

Unless stated otherwise in any ErieSecure Business Coverage Part, Coverage Form, Declarations, or endorsements, the following General Policy Conditions apply to all ErieSecure Business Coverage Parts, Coverage Forms, Declarations, or endorsements forming part of this policy.

1. Automatic Renewal Policy

Your policy will be automatically renewed at the end of the policy period, unless terminated by you or us in accordance with the steps explained in the Cancellation Condition.

Each year, we will send you a Renewal Certificate which shows the premium due for the next policy period.

This is a service that we provide for you so that your insurance protection does not stop.

If you do not want the renewal policy, you must mail our Agent or us written notice in advance of the new policy period. If you do not notify us, your policy remains in effect. You must pay us the earned premium due us for this time.

2. Bankruptcy And Insolvency

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

3. Calculation Of Premium

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

4. Cancellation And Nonrenewal

Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

b. Cancellation Of Policies In Effect For Less Than 60 Days

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least thirty (30) days before the effective date of cancellation.

c. Cancellation Of Policies In Effect For 60 Days Or More

If this policy has been in effect for sixty (60) days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

1) You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least fifteen (15) days before the effective date of cancellation.

2) You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least fifteen (15) days before the effective date of cancellation.

3) A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.

4) Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be

certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.

- 5) Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.
 - 6) Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least sixty (60) days before the effective date of cancellation.
 - 7) This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.
- d. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
 - e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - f. If the policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within (ten) 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within thirty (30) days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.
 - g. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

Nonrenewal

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least sixty (60) days before the expiration date of the policy.

Any notice of nonrenewal will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

5. Concealment, Fraud, Or Misrepresentation

This policy may be cancelled, if before or after a loss, the insured has intentionally concealed or misrepresented any

material fact or circumstance which affects the insurability of the risk.

In the event of a fraudulent claim, we will not make payments for the loss.

6. Cooperation

You agree to cooperate with us by:

- a. Truthfully completing and promptly returning questionnaires and audit forms about this insurance;
- b. Permitting and helping with inspections and audits; and
- c. Complying with specific recommendations to improve your risk.

7. Defense Costs

If we initially defend an insured or pay for an insured's defense but later determine that none of the claims, for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

8. How Your Policy May Be Changed

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

This policy conforms to the laws of the state in which your principal office is located. If the laws of the state change, this policy will comply with these changes.

Your policy may be changed by asking us. Your request must contain enough information to identify you. Asking our Agent is the same as asking us. If we agree with your request, we will then issue an Amended Declarations.

We will give you the benefit of any change in coverage made by us, if it does not require additional premium. This change will be effective as of the date we implement the change for you in your state.

9. Increase In Hazard

Unless we agree beforehand, coverage is suspended if the hazard is substantially increased by any means within the control of the insured.

10. Increase Of Premium

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our

intent to increase the premium at least thirty (30) days before the effective date of the premium increase.

Any notice of renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

11. Inspection And Audit

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to provide for the health or safety of workers or the public. We do not warrant that your property or operations are safe, healthful or in compliance with any law, regulation, code or standard. Inspections, surveys, reports or recommendations are for our benefit only.

This condition also applies to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

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

We may examine and audit your books and records at any time during or within three years after the policy period, as they relate to this insurance. No appeals or disputes regarding your premium will be permitted three years after your audit is completed.

12. Loss To A Pair Or Set

If there is a loss to a pair or set, we may:

- a. Repair or replace any part of the pair or set to restore it to its value before the loss; or
- b. Pay the difference between actual cash value of the property before and after the loss.

13. Loss To Parts

If there is a loss to a part of an item that consists of several parts, we will pay only for the loss to that part. A loss to a part is not considered to be a loss to the whole item.

14. Our Right To Recover From Others

After we make a payment under this policy, we will have the right to recover from anyone else held responsible. This right will not apply under Property Protection if you have waived it in writing prior to loss. Any insured is required to transfer this right to us, and do nothing to harm this right. Anyone receiving payment from us and from someone else for the same loss will reimburse us up to our payment.

15. Policy Acceptance

By accepting this policy, you agree that the statements on the Declarations are accurate and complete and are based on the facts you have given us. This policy is issued in reliance on these facts.

16. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

17. Priority

At our option, this insurance will first protect you, and then others we protect.

18. Reporting Terms Only

This policy may be subject to reporting terms. If the policy is cancelled, you must report the required amount as of the cancellation date.

19. Transfer Of Your Rights And Duties Under This Policy

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


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


If you die, this Coverage Part will remain in effect as provided in a. or b. below, whichever is later:

- a. For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- b. Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

This policy has been signed on our behalf at Erie, Pennsylvania by our President and Secretary. If required by law, it has been countersigned on the Declarations by our authorized Agent.


President


Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT OF MOBILE EQUIPMENT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. Exclusion **g.** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is deleted and 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 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 the operation of any equipment listed in Paragraph **f.2)** or **f.3)** of the definition of "mobile equipment"; or

- 6) "Bodily injury" or "property damage" arising out of the operation of machinery or equipment that is attached to or part of a land motor vehicle that would qualify under the definition of "mobile equipment" if it were not described in the Declarations of a motor vehicle liability policy for liability coverage.

- B. Paragraph **12.** of **Section V - Definitions** is deleted and replaced by the following:

"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 vehicle that is described in the Declarations of a motor vehicle liability policy for liability coverage. "Mobile equipment" that is described in the Declarations of a motor vehicle liability policy for liability coverage is considered an "auto".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR PUNITIVE DAMAGES

IN, PA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section I - Coverage A - Bodily Injury And Property Damage Liability** - Paragraph 1. **Insuring Agreement** is deleted and replaced by the following:

1. **Insuring Agreement**

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
- 1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - 2) The "bodily injury" or "property damage" occurs during the policy period; and

- 3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II - Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II - Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - 1) Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
 - 2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - 3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

B. Section I - Coverage B - Personal And Advertising Injury Liability - Paragraph 1. Insuring Agreement is deleted and replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages, including vicarious liability for punitive or exemplary damages to the extent allowed by law, 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.

IMPORTANT NOTICE TO POLICYHOLDERS – ERIESECURE BUSINESS – SUMMARY OF CHANGES

This Notice summarizes a change to renewal policies.

This Notice is a basic description of the major changes in terms, coverages, and exclusions that will be effective upon renewal of your ErieSecure Business Policy. Some of the changes described below will result in the reduction of coverage or the addition of an exclusion of coverage in your policy. Other changes may broaden, clarify, or have no impact on coverage.

This Notice provides a listing of miscellaneous forms and endorsements changes that have been made to the ErieSecure Business Policy. Your policy may contain this form or endorsement. If this form or endorsement is applicable to your policy, it will appear on the Declarations under the Schedule of Forms.

This Notice does not reference every editorial change made in the policy.

This Notice is not an insurance policy or contract. All coverages are subject to the specific terms, conditions, limits, and exclusions contained in your renewal policy and all applicable endorsements.

PLEASE READ YOUR RENEWAL POLICY AND ENDORSEMENTS CAREFULLY for details regarding coverage including the limitation of coverage. In the case of any conflict between this Notice and the policy, including endorsements, the policy language is controlling. Your payment of the renewal premium for this policy acknowledges your understanding and acceptance of the changes outlined in this Notice. If you have any questions concerning this Notice or your renewal policy and endorsements, please contact your ERIE Agent.

Abuse or Molestation Exclusion CG2146 (Ed. 7/98)

Abuse or Molestation Exclusion CG2146 (Ed. 7/98) is being added to all ErieSecure Business policies with General Liability coverage to reinforce that abuse and molestation exposures are not contemplated under General Liability insurance.