

ADMIRAL INSURANCE COMPANY

A Delaware Corporation

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

Declarations;

Common Policy Conditions; and

One or more Coverage Parts. A Coverage Part Consists of:

- One or more Coverage Forms; and
- Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



W. Robert Berkley, Jr.
President



Philip S. Welt
Secretary

Administrative Office: 7233 E. Butherus Drive, Scottsdale, AZ 85260 (480) 509-6627

Policy Issuing Office: 232 Strawbridge Drive, Suite 300, Moorestown, NJ 08057
Telephone (856) 429-9200 Facsimile (856)429-8611

Effective Date: 01/21/2025



Carrier: Admiral Insurance Company

Named Insured: SYNERGY GROUPS MEDICAL

IMPORTANT – POLICYHOLDER NOTICES

OFAC ADVISORY NOTICE

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

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

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

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

As "Specifically Designated Nationals and Blocked Persons." This list can be located on the United States Treasury's web site – <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>

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



Carrier: Admiral Insurance Company

Named Insured: SYNERGY GROUPS MEDICAL

IMPORTANT – POLICYHOLDER NOTICES

NOTICE

Except to such extent as may otherwise be provided here in, the coverage of this policy is limited generally to liability for only those claims that are first made against the insured and reported to us while the policy is in force. Please review the policy carefully and discuss the coverage thereunder with your insurance agent or broker.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Admiral Insurance Group

To get information or file a complaint with your insurance company or HMO:

Call: (480) 509-6627

Email: nic_regulatory@nautilus-ins.com

Mail: 7233 E. Butherus Drive, Scottsdale, AZ 85260

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: OC-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-0230

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Admiral Insurance Group

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: (480) 509-6627

Correo electrónico: nic_regulatory@nautilus-ins.com

Dirección postal: 7233 E. Butherus Drive, Scottsdale, AZ 85260

El Departamento de Seguros de Texas

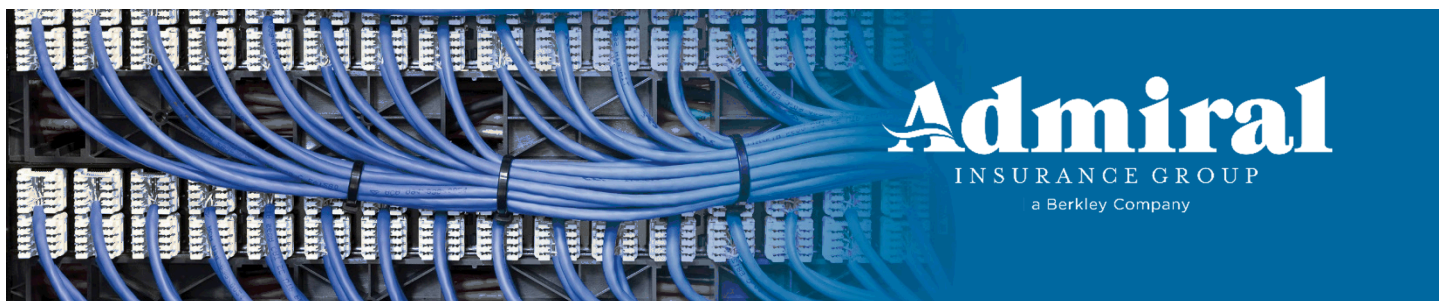
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: OC-CP, Texas Department of Insurance, P.O. Box 12030, Austin, TX 78711-0230



Data Breach Coach

As an Admiral Policyholder, you are entitled to receive data breach coach services by Mullen Coughlin, LLC via an Event Hotline dedicated to Admiral Policyholders.

Mullen Coughlin, LLC is a law firm dedicated to solely servicing organizations with data privacy crises, incidents, and risks. Having handled thousands of events, their accessible and motivated attorneys possess experience and talent in pre-breach planning and compliance, breach response, regulatory investigation and management, and privacy litigation defense unmatched in the industry.

Should you experience a Privacy Breach Event, Mullen Coughlin, LLC will provide the following:

1. 24/7 Data Breach Hotline: 1(844)572-2113 or admiralbreachhotline@mullen.law
2. Up to 60 minutes of free data breach consulting and/or crisis advisory services following a discovery of a **Privacy Breach Event** or possible **Privacy Breach Event** via the Data Breach Hotline.

*Please be aware that the Hotline service is provided by a third party law firm. If you engage this service, it is billable to you at the standard rate per hour outlined in the Admiral Panel Vendor Guidelines. Admiral is not a party to any agreement entered into between Mullen Coughlin, LLC and the Policyholder. Conversations between Mullen Coughlin and the Policyholder are subject to attorney-client privilege.

When contacting the Hotline, please have the following information readily available, if possible:

1. Full name of the Insured Organization
2. Admiral Policy number of the Insured Organization
3. The name and phone number of the individual authorized to discuss this matter

This additional service does not affect or change the terms or conditions of this Policy. If you discover or believe you have sustained a **Privacy Breach Event** as defined in this Policy, please separately notify the Admiral Claims Department immediately, per the conditions set forth in this Policy.

For more information about the services provided by Mullen Coughlin, please contact your Admiral Representative.

Please Note: The above-referenced data breach services are provided on a gratis basis to Admiral Policyholders and no premium has been charged for these services. Mullen Coughlin, LLC is not an employee, partner, or agent of Admiral. Admiral bears no responsibility, either directly or vicariously for any services provided by Mullen Coughlin, LLC.



**MEDICAL PROFESSIONAL LIABILITY
(CLAIMS MADE AND REPORTED) AND
GENERAL LIABILITY-
(OCCURRENCE)
DECLARATIONS**

Carrier: **Admiral Insurance Company**

Policy No.: **CO000008642-01**

Renewal/Rewrite of: **NEW**

Named Insured and Mailing Address

SYNERGY GROUPS MEDICAL
11602 KIRKSHAW DRIVE
RICHMOND, TX 77407

Producer's Name and Address

RISK PLACEMENT SERVICES INC
525 W VAN BUREN
SUITE 1325
CHICAGO, IL 60607

Producer Code: 1158A

Commission:

POLICY PERIOD: From 01/21/2025 to 01/21/2026 At 12:01 A.M. Standard Time at the address of the **Named Insured** as stated herein

In consideration of the payment of premium, in reliance upon the statements herein or attached hereto, and subject to all of the terms of this policy, the Company agrees with the **Named Insured** as follows:

BUSINESS DESCRIPTION: Clinical Trials

COVERAGE PARTS & LIMITS OF LIABILITY:

Professional Liability

Each Claim	\$1,000,000	
Aggregate	\$3,000,000	Included in Policy Aggregate

Sexual Abuse and Molestation

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Commercial General Liability

Each Occurrence	\$1,000,000	
General Aggregate	\$3,000,000	Included in Policy Aggregate
Products-Completed Operations Aggregate	\$1,000,000	Included in Policy Aggregate
Personal & Advertising Injury	\$1,000,000	
Damage to Premises Rented to You	\$100,000	
Medical Payments (per Person)	\$5,000	
Employee Benefits	\$1,000,000	Each Claim
Employee Benefits Aggregate	\$1,000,000	Aggregate

Additional Coverage Limits of Liability

<u>Each Claim/Event</u>	<u>Aggregate (Included in Policy Aggregate)</u>
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Network Security & Data Privacy Liability	\$1,000,000	\$1,000,000
First Party Privacy Breach Expenses	\$100,000	\$100,000
Media Activities	\$25,000	\$25,000
Regulatory Wrongful Acts	\$25,000	\$25,000
HIPAA	\$250,000	\$250,000
License Defense	\$5,000	\$25,000
Peer Review	\$5,000	\$25,000
Subpoena Assistance	\$5,000	\$5,000
Reimbursement of Lost Wages	\$500	\$5,000
Reputation Protection	\$5,000	\$5,000
Emergency Evacuation Expense	\$25,000	\$25,000
Patient Property Damage	\$500	\$500

Claim Expenses Aggregate Limit \$1,000,000

To Report a Loss

- Dial toll-free #1 (844)777-8323 or visit our
- Website: <https://my.rpsins.com/claimsfnol>
- Contact Insurer directly (see policy section)

Policy Aggregate \$3,000,000

PL Deductible \$2,500 Per Claim Including Expenses

GL Deductible \$2,500 Each Claim - Including Expenses

PL Retroactive Date 01/21/2025

Premium \$13,930.00 Not Subject to Audit

Forms attached at inception:

See Schedule of Forms AI 00 18 03 98

This policy is not binding unless countersigned by Admiral Insurance Company or its authorized representative.

Countersigned On: 01/28/2025

At: Moorestown, NJ

By: 
Authorized Representative

Premium : \$ 13,930.00
Broker Fee - RPS : \$ 400.00
TX Surplus Lines Tax : \$ 695.01
TX Stamping Office Fee : \$ 5.73
Total Charges : \$ 15,030.74

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and this insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of 4.85% percent tax on gross premium.

Risk Placement Services
2850 Golf Road
Rolling Meadows, IL 60008
16158

SCHEDULE OF FORMS

Named Insured: SYNERGY GROUPS MEDICAL

Policy No.: CO000008642-01

FORM NUMBER	TITLE
JA10010824	COVER JACKET - ADMIRAL INSURANCE COMPANY
AI00121023	TEXAS COMPLAINT NOTICE
MK01220619	ADMIRAL CYBER BREACH COACH EVENT HOTLINE
DE23280820	ADMIRALPRO DELTA MED PROFESSIONAL LIABILITY AND GENERAL LIABILITY DECLARATIONS PAGE
AI00101011	GUARANTY FUND NONPARTICIPATION NOTICE
AI00180398	SCHEDULE OF FORMS
EO12511213	ANTI STACKING OF LIMITS OF INSURANCE
EO12600813	NON PARTICIPATION DISCLOSURE NOTICE TO POLICY HOLDERS ALL STATES PATIENTS COMPENSATION FUNDS AND INSURED WARRANTY OF COMPLIANCE
EO13260824	ADMIRALPRO DELTA MED MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY INSURANCE
EO13320816	DEFINITION OF INSURED-CLINICAL INVESTIGATOR
EO13381123	ANTI-STACKING OF LIMITS OF LIABILITY
EO13390816	PROFESSIONAL LIABILITY TERRORISM EXCLUSION (ABSOLUTE)
EO13430816	TOTAL POLICY AGGREGATE LIMIT ENDORSEMENT
EO14141124	SPECIFIED TREATMENT EXCLUSION - REGENERATIVE MEDICINE WITH LIMITED CARVEBACK (MEDICAL)
CG00010413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG21061223	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL INFORMATION
CG21320509	COMMUNICABLE DISEASE EXCLUSION
CG21490999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG21750115	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG22440413	EXCLUSION - SERVICES FURNISHED BY HEALTH CARE PROVIDERS
CG24260413	AMENDMENT OF INSURED CONTRACT DEFINITION
CG40280922	BROAD ABUSE OR MOLESTATION EXCLUSION
CG40351223	EXCLUSION CYBER INCIDENT
IL00171198	COMMON POLICY CONDITIONS
IL00210702	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
AD06620204	EMPLOYEE BENEFITS LIABILITY COVERAGE CLAIMS MADE COVERAGE
AD66090721	MINIMUM PREMIUM AND MINIMUM RETAINED PREMIUM AMENDATORY ENDORSEMENT
AD66110511	DEDUCTIBLE LIABILITY INSURANCE
AD66230295	AIDS EXCLUSION
AD68830621	EXCLUSIONARY JOINT FORM - ASBESTOS, LEAD, MICROORGANISMS, SILICA & EMR
AD68901011	WRONGFUL RECORDING OF PERSONAL IDENTIFICATION INFORMATION EXCLUSION
AD66690905	SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY
AD68881124	SPECIAL EXCLUSIONS - JOINT FORM

AD70040821	INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)
AD70210423	EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)
AD70500424	EXCLUSION - BIOMETRIC INFORMATION
AI44020821	SERVICE OF SUIT
MK01201121	LOSS CONTROL AND RISK MANAGEMENT SERVICES FOR HEALTHCARE PROFESSIONAL LIABILITY POLICYHOLDERS

GUARANTY FUND NONPARTICIPATION NOTICE

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85% percent tax on gross premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed and understood that **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and Coverage C Medical Payments, 2. Exclusions** are amended to add the following exclusion(s):

This insurance does not apply to:

Any “bodily injury”, “property damage”, or “personal and advertising injury” or part thereof, for which any insurance is afforded under the Professional Liability coverage part of this Policy.

If the Commercial General Liability coverage part and the Professional Liability coverage part are alleged to apply to any “bodily injury”, “property damage”, or “personal and advertising injury” arising from the same “occurrence”, offense and, or **professional incident** (as defined by the Professional Liability coverage part) or part thereof, or series of continuous, related or repeated “occurrences”, offenses, and, or **professional incidents**, or part thereof, we shall have the right to designate which coverage part is applicable to the “bodily injury”, “property damage”, or “personal and advertising injury” based on our determination of the predominant issues presented considering allegations, facts and circumstances of the claim or “suit” and we will not pay more than the highest applicable limit of insurance available for the coverage part we designate.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-PARTICIPATION DISCLOSURE NOTICE
TO POLICYHOLDERS -
ALL STATES' PATIENTS' COMPENSATION FUNDS
AND INSURED'S WARRANTY OF COMPLIANCE**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is understood and agreed that the following provisions apply.

I. NON-PARTICIPATION DISCLOSURE NOTICE TO POLICYHOLDERS

THE COMPANY DOES NOT PARTICIPATE IN ANY STATE'S PATIENTS' COMPENSATION FUND, REGARDLESS OF FUND NAME, GOVERNING STATUTE(S), OR GOVERNING BODY. ANY PERSON OR ENTITY THAT IS REQUIRED BY STATE LAW TO PARTICIPATE IN ANY STATE'S PATIENTS' COMPENSATION FUND (THE "FUND") OR SIMILAR FUND IS SOLELY AND INDEPENDENTLY RESPONSIBLE FOR SATISFYING ANY AND ALL FUND RELATED STATE STATUTES, REGULATIONS AND/OR REQUIREMENTS IMPOSED BY ANY MEDICAL OR OTHER LICENSING BOARD.

II. HEALTH CARE FUND EXCLUSION

THE COMPANY DOES NOT CAUSE TO BE FILED WITH ANY STATE DEPARTMENT OF INSURANCE OR OTHER REGULATORY BODY PROOF OF FINANCIAL RESPONSIBILITY PURSUANT TO ANY AND ALL FUND REQUIREMENTS AS HAVE BEEN OR MAY BE ESTABLISHED BY STATE LAW AND/OR BY ANY FUND RELATED REGULATIONS. THE COMPANY DOES NOT PAY ANY FUND RELATED SURCHARGE OR ASSESSMENT THAT MAY BE ASSESSED ON ANY **INSURED** AND/OR OTHER HEALTH CARE PROVIDERS WHETHER THE SURCHARGE OR ASSESSMENT IS IMPOSED BY LAW, BY MEDICAL OR OTHER REGULATORY LICENSING BOARD, AND/OR BY ANY FUND RELATED REGULATIONS.

III. ABSOLUTE COVERAGE EXCLUSION

THE EXCLUSION SECTION OF THE POLICY IS HEREBY AMENDED TO EXCLUDE ANY OR ALL **CLAIMS** BASED UPON, ARISING FROM OR IN ANY WAY RELATED TO ANY STATE'S PATIENTS' COMPENSATION FUND AND/OR ANY RELATED STATUTES AND/OR REGULATIONS RELATED TO ANY AND/OR ALL STATE PATIENTS' COMPENSATION FUNDS.

IV. POLICYHOLDER WARRANTY

THE **NAMED INSURED, INSUREDS** AND ANY ADDITIONAL **INSUREDS** HEREBY WARRANT THAT ANY FUND OR OTHER RELATED PARTICIPATION REQUIREMENTS HAVE BEEN SATISFIED INDEPENDENTLY OF THIS INSURANCE POLICY. **INSURED'S** FAILURE TO COMPLY WITH ANY AND ALL MANDATORY PARTICIPATION REQUIREMENTS MAY IMPACT **INSURED'S** AVAILABILITY OF STATE PROVIDED COVERAGE AND/OR CAPS ON LIABILITY, AS WELL AS POTENTIALLY JEOPARDIZE AN **INSURED'S** OR OTHER HEALTH CARE PROVIDER'S PROFESSIONAL LICENSE AND EXPOSE **INSUREDS** TO FINES AND/OR PENALTIES. ALL **INSUREDS** ARE ADVISED TO CONSULT WITH INDEPENDENT LEGAL COUNSEL TO ENSURE FULL COMPLIANCE WITH ANY AND ALL STATUTES AND APPLICABLE REQUIREMENTS.

V. DEFINED TERMS AND COMPATABILITY WITH POLICY

ANY AND ALL VERSIONS OF DEFINED TERMS SHOWN IN THIS ENDORSEMENT CORRESPOND TO THE DEFINED TERMS AS SHOWN IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED AND APPLY.

ADMIRALPRO DELTA[®] MED

MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY INSURANCE

THIS IS A CLAIMS-MADE AND REPORTED POLICY. PLEASE READ THIS POLICY CAREFULLY. THE AMOUNT OF THE APPLICABLE LIMIT OF LIABILITY WILL BE REDUCED BY THE AMOUNTS PAID FOR DAMAGES.

Throughout this Policy the words you and your refer to the **Named Insured**. The words Company, we, us, our and Company refer to the Company as stated on the Declarations Page of this Policy (Company). Words which are in **Bold** writing throughout this document are defined terms within the Definitions section of this Policy. This Policy shall not be binding upon the Company unless completed by a Declarations Page and countersigned on the aforesaid Declarations Page by a duly authorized representative of the Company.

In consideration of the premium paid, in reliance upon the statements in the Application and subject to the terms and conditions of this Policy (including all endorsements), the Company agrees with the **Named Insured** as follows:

SECTION I. INSURING AGREEMENTS

COVERAGE A. PROFESSIONAL LIABILITY

We will pay on behalf of the **Insured** those amounts, in excess of the PL Deductible and subject to the Limit of Liability for Professional Liability shown on the Declarations, which the **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** which directly result from a **Professional Incident** taking place within the **Policy Territory**, subsequent to the Retroactive Date shown in the Declarations and prior to the expiration or termination date of this Policy, for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to us in writing during the **Policy Period** or any applicable Extended Reporting Period, as described in SECTION IX. EXTENDED REPORTING PERIOD.

COVERAGE B. SEXUAL ABUSE AND MOLESTATION

We will pay on behalf of the **Insured** those amounts, in excess of the PL Deductible and subject to the Limit of Liability for Sexual Abuse and Molestation shown on the Declarations, which the **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** which directly result from **Sexual Abuse and Molestation** taking place within the **Policy Territory**, subsequent to the Retroactive Date shown in the Declarations and prior to the expiration or termination date of this Policy, for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to us in writing during the **Policy Period** or any applicable Extended Reporting Period, as described in SECTION IX. EXTENDED REPORTING PERIOD.

SECTION II. ADDITIONAL COVERAGE INSURING AGREEMENTS

ADDITIONAL COVERAGE A. NETWORK SECURITY AND DATA PRIVACY LIABILITY

We will pay on behalf of the **Insured** those amounts, in excess of the PL Deductible and subject to the Limit of Liability for Network Security and Data Privacy Liability shown on the Declarations, which the **Insured** becomes legally obligated to pay as **Damages** and **Claim Expenses** which directly result from a **Network Security and Data Privacy Wrongful Act** taking place within the **Policy Territory**, subsequent to the Retroactive Date shown on the Declarations and prior to the expiration or termination date of this Policy, for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to us in writing during the **Policy Period** or any applicable Extended Reporting Period, as described in SECTION IX. EXTENDED REPORTING PERIOD.

ADDITIONAL COVERAGE B. FIRST PARTY PRIVACY BREACH EXPENSES

We will pay on behalf of the **Insured**, **Privacy Breach Expenses** subject to the Limit of Liability for First Party **Privacy Breach Expenses** shown on the Declarations, resulting directly from a **Privacy Breach Event**, provided that the **Privacy Breach Event** first occurs on or after the Retroactive Date shown in the Declarations and prior to the expiration or termination date of this Policy, the **Privacy Breach Event** is first discovered during the **Policy Period**, and the **Privacy Breach Event** is reported to us during the **Policy Period** or any applicable Extended Reporting Period as described in SECTION IX. EXTENDED REPORTING PERIOD, and no deductible shall apply.

ADDITIONAL COVERAGE C. MEDIA ACTIVITIES

We will pay on behalf of the **Insured** those amounts in excess of the PL Deductible and subject to the Limit of Liability for Media Activities shown on the Declarations, which the **Insured** becomes legally obligated to pay as **Damages** and

Claim Expenses which directly result from **Media Wrongful Acts** during **Media Activities** taking place within the **Policy Territory**, subsequent to the Retroactive Date shown in the Declarations and prior to the expiration or termination date of the Policy, for which a **Claim** is first made against the **Insured** during the **Policy Period** and reported to us in writing during the **Policy Period** or any applicable Extended Reporting Period as described in SECTION IX. EXTENDED REPORTING PERIOD. The **Maximum Amount Reimbursable** is subject to the Limit of Liability for **Media Activities** shown on the Declarations.

ADDITIONAL COVERAGE D. REGULATORY WRONGFUL ACTS

- A. We will reimburse the **Insured** for any **Costs, Charges and Expenses, Fines and Penalties** and/or **Audit Expenses** incurred by the **Insured** resulting from an **Insured Event** taking place during the **Policy Period** and after the Retroactive Date shown on the Declarations but prior to the expiration or termination date of this Policy and which is the subject of a **Regulatory Wrongful Act** which is first **Instituted** during the **Policy Period** or any applicable Extended Reporting Period as described in SECTION IX. EXTENDED REPORTING PERIOD. We shall have no duty to defend the **Insured** for such an **Insured Event**, but only to reimburse for covered **Costs, Charges and Expenses, Fines and Penalties** and/or **Audit Expenses**. The **Maximum Amount Reimbursable** is subject to the Limit of Liability for Regulatory Wrongful Acts shown on the Declarations and no deductible shall apply.
- B. Regulatory Wrongful Acts Supplemental Conditions
1. All related **Insured Events**, all related proceedings or consolidated proceedings, including any appeals and/or post-hearing or post-trial proceedings, and all proceedings arising out of the same facts, circumstances or events shall be considered a single **Insured Event** and shall be deemed to have been **Instituted** at the time the earliest **Insured Event** was **Instituted**.
 2. A condition precedent to reimbursement of any covered **Costs, Charges and Expenses, Audit Expenses** and/or **Fines and Penalties** is that the **Insured** shall notify us no later than sixty (60) days from the date that an **Insured Event** has been **Instituted**.
 3. The insurance afforded by this coverage part applies only if the **Insured Event** is **Instituted** after the Retroactive Date shown on the Declarations.
 4. **Voluntary Self Disclosure**: In the event any **Costs, Charges and Expenses, Audit Expenses** and/or **Fines and Penalties** arise out of **Voluntary Self Disclosure**, the **Insured** must establish that the circumstances giving rise to the disclosure became known to the **Insured** fortuitously and subsequent to the effective date of this Policy.
 5. Reimbursement for **Fines and Penalties**: Subject to the **Maximum Amount Reimbursable**, we will reimburse the **Insured** for **Fines and Penalties** which are the subject of final adjudication by an administrative tribunal or court or are the subject of a settlement agreement or stipulated judgment for which we have given our prior consent. The **Insured** shall not admit or assume any liability for **Fines and Penalties**, enter into any settlement agreement or stipulate to any judgment for **Fines and Penalties** without our prior written consent. Only those settlements or stipulated judgments for **Fines and Penalties** to which we have consented in writing shall be reimbursable under this Policy. We will not unreasonably withhold consent.
 6. Subject to the **Maximum Amount Reimbursable**.
 7. **Shadow Audit**: The **Insured** shall not have a **Shadow Audit** performed without our prior approval of the **Shadow Audit** and its expense. Subject to the **Maximum Amount Reimbursable** only **Audit Expenses** from previously approved **Shadow Audits** will be reimbursed by this Policy. We will not unreasonably withhold their approval.

ADDITIONAL COVERAGE E. HIPAA VIOLATION

- A. We will reimburse the **Insured** for any **Costs, Charges and Expenses** and/or **Fines and Penalties** incurred by the **Insured** resulting from a **HIPAA Violation** taking place during the **Policy Period** and after the Retroactive Date shown on the Declarations but prior to the expiration or termination date of this Policy and which is the subject of a **HIPAA Proceeding** which is first **Instituted** during the **Policy Period** or any applicable Extended Reporting Period as described in SECTION IX. EXTENDED REPORTING PERIOD. We shall have no duty to defend the **Insured** for such **HIPAA Violation** or **HIPAA Proceeding**, but only to reimburse for covered **Costs, Charges and Expenses**, and/or **Fines and Penalties**. The **Maximum Amount Reimbursable** for a **HIPAA Violation** is the Limit of Liability for HIPAA shown on the Declarations and no Deductible shall apply.
- B. HIPAA Violation Supplemental Conditions
1. All related **HIPAA Violations** and/or **HIPAA Proceedings**, all related proceedings or consolidated proceedings, including any appeals and/or post-hearing or post-trial proceedings, and all proceedings arising out of the same

facts, circumstances or events shall be considered a single **HIPAA Violation** and shall be deemed to have been **Instituted** at the time the earliest **HIPAA Proceeding** was **Instituted**.

2. A condition precedent to reimbursement of any covered **Cost, Charges and Expenses** and/or **Fines and Penalties** is that the **Insured** shall notify us no later than sixty (60) days from the date that a **HIPAA Proceeding** has been **Instituted**.
3. The insurance afforded by this coverage part applies only if the **HIPAA Proceeding** is **Instituted** after the Retroactive Date shown on the Declarations.

ADDITIONAL COVERAGE F. LICENSE DEFENSE COVERAGE

We will pay on behalf of the **Insured**, **License Defense Costs** arising solely out of any **Hearing** initiated and reported to us in writing during the **Policy Period** within the **Policy Territory** the sole subject of which is the restriction, suspension or revocation of the **Insured's** license to practice medicine, or license to prescribe controlled substances, or privileges to practice at a healthcare facility.

We shall have the right and duty to defend the **Insured** in any **Hearing** initiated during the **Policy Period**, including the right to appoint counsel to defend the **Insured**, even if any of the allegations of the **Hearing** are groundless, false or fraudulent. We may make such investigation of any **Hearing** as we deem expedient. Our right and duty to defend the **Insured** in any **Hearing** ends when we have used up the applicable Limit of Liability for License Defense shown on the Declarations and no Deductible shall apply.

ADDITIONAL COVERAGE G. SUBPOENA ASSISTANCE

We will pay on behalf of the **Insured**, **Subpoena Expenses** if during the **Policy Period**, an **Insured** is served with a subpoena issued by a third party and requests **Subpoena Assistance**. Such request for **Subpoena Assistance** must be accompanied by a copy of the subpoena. We may retain an attorney to provide **Subpoena Assistance** to the **Insured**, provided that:

- A. the subpoena arises out of a lawsuit or proceeding to which no **Insured** is a party; and
- B. no **Insured** has been engaged to provide advice or testimony in connection with the subject lawsuit or proceeding, nor has any **Insured** provided such advice or testimony in the past in connection with the subject lawsuit or proceeding.

Any notice the **Insured** gives us regarding a subpoena shall be deemed to be notification of a potential **Claim** under SECTION X. REPORTING OF CLAIMS, EVENTS AND INCIDENTS. The maximum amount we will pay on behalf of the **Insured** for **Subpoena Expenses** is the Limit of Liability for Subpoena Assistance shown on the Declarations and no Deductible shall apply.

ADDITIONAL COVERAGE H. REPUTATION PROTECTION EXPENSE

We will reimburse the **Insured** for **Reputation Protection Expense** incurred and reported to us by the **Insured** during the **Policy Period**. The maximum amount we will reimburse the **Insured** for **Reputation Protection Expense** is the Limit of Liability for Reputation Protection shown on the Declarations and no Deductible shall apply.

ADDITIONAL COVERAGE I. EMERGENCY EVACUATION EXPENSE

We will reimburse the **Insured** for **Emergency Evacuation Expense** incurred and reported to us by the **Insured** during the **Policy Period**. The maximum amount we will reimburse the **Insured** for **Emergency Evacuation Expense** is the Limit of Liability for Emergency Evacuation Expense shown on the Declarations and no Deductible shall apply.

SECTION III. THE COMPANY'S RIGHTS AND DUTIES

1. We have the right and duty to defend and pay on behalf of the **Insured** any **Claim Expenses** directly resulting from any covered **Claim** to which this Policy applies and will do so even if the allegations of the **Claim** are groundless, false or fraudulent including the right to appoint counsel to defend the **Insured**. We may make such investigation of any **Claim** as we deem expedient. Our right and duty to defend ends when we have used up the applicable Limit of Liability in the payment of **Damages** and/or **Claim Expenses** or have tendered the applicable Limit of Liability to a court of competent jurisdiction. We have no obligation or duty to defend any **Claim** for which coverage is excluded or not afforded by this Policy and we are not obligated to pay any **Claim Expenses** incurred by the **Insured** in the defense of any **Claim** not covered by this Policy.

2. We have the right to investigate, direct the defense, negotiate and, with the consent of the **Named Insured**, settle any **Claim** as we deem practical. If the **Named Insured** refuses to accept the judgment of the trial or appellate court or refuses to consent to any settlement we can negotiate, then subject to the Policy's remaining applicable Limit of Liability, our liability for such **Claim** is limited to and shall not exceed:
 - A. the amount for which such **Claim** could have been resolved and **Claim Expenses** incurred through the date of the **Named Insured's** refusal; and
 - B. fifty percent (50%) of any further covered **Claim Expenses** incurred following the date of the **Named Insured's** refusal, with the remaining fifty percent (50%) of such further **Claim Expenses** and all **Damages** in excess of the amount for which the **Claim** could have been settled to be the sole responsibility of and paid by the **Named Insured**.
3. We have the right and duty to pay on behalf of the **Insured** any **Privacy Breach Expenses** or **License Defense Costs** to which this insurance applies that directly result from a covered **Privacy Breach Event** or **Hearing**. Our duty ends when we have used up the applicable Limit of Liability in the payment of **Privacy Breach Expenses** or **License Defense Costs** or have deposited the remaining applicable Limit of Liability with a court of competent jurisdiction. We have no obligation or duty to respond to or cover any **Privacy Breach Expenses** or **License Defense Costs** directly relating to, in connection with or arising from a **Privacy Breach Event** or **Hearing** for which coverage is excluded or not otherwise afforded by the Policy. We are not obligated to pay any **Privacy Breach Expenses** or **License Defense Costs** incurred by the **Insured** prior to the **Insured's** reporting the **Privacy Breach Event** or **Hearing** to us or which are excluded or otherwise not covered by the Policy.
4. We have the right and duty to reimburse the **Insured** for any **Costs, Charges and Expenses, Audit Expenses, Fines and Penalties, Emergency Evacuation Expenses, Subpoena Expenses** or **Reputation Protection Expense** to which this insurance applies directly resulting from a **HIPAA Violation, HIPAA Proceeding, Insured Event, Emergency Evacuation**, request for **Subpoena Assistance** or request for Reputation Protection. Our duty to reimburse ends when we have used up the applicable Limit of Liability in the payment of **Costs, Charges and Expenses, Audit Expenses, Fines and Penalties, Emergency Evacuation Expenses, Subpoena Expenses** or **Reputation Protection Expense**. We have no duty to reimburse any **Costs, Charges and Expenses, Audit Expenses, Fines and Penalties, Emergency Evacuation Expenses, Subpoena Expenses** or **Reputation Protection Expense** directly relating to, in connection with or arising from **HIPAA Violation, HIPAA Proceeding, Insured Event, Emergency Evacuation**, request for **Subpoena Assistance** or request for Reputation Protection for which coverage is excluded or not otherwise afforded by the Policy. We have no duty to reimburse any **Costs, Charges and Expenses, Audit Expenses, Fines and Penalties, Emergency Evacuation Expenses, Subpoena Expenses** or **Reputation Protection Expense** incurred by the **Insured** prior to the **Insured's** reporting the **HIPAA Violation, HIPAA Proceeding, Insured Event, Emergency Evacuation**, request for **Subpoena Assistance** or request for Reputation Protection to us or which is excluded or otherwise not covered by the Policy.

SECTION IV. DEFINITIONS

- A. **Additional Coverages** means **Network Security & Data Privacy Liability, Privacy Breach Expenses, Media Activities, Regulatory Wrongful Acts, HIPAA, License Defense, Subpoena Assistance, Reputation Protection, and Emergency Evacuation Expense**.
- B. **Audit Expenses** means fees and expenses for the services of a qualified audit professional incurred by the **Insured** in the course of a **Shadow Audit**.
- C. **Billing Errors Proceeding** means investigations or other proceedings **Instituted** against the **Insured** by a **Qui Tam Plaintiff, Government Entity** or **Commercial Payor**, alleging the presentation of, causing or allowing to be presented, or being liable for the presentation of any actual or alleged erroneous billings by the **Insured** to a government health benefit payor or **Commercial Payor** from which the **Insured** seeks and/or has received payment or reimbursement.
- D. **Bodily Injury** means physical injury, physical sickness or physical disease sustained by any one person, including death resulting from any of these at any time. **Bodily injury** does not include shock or emotional, mental or psychological distress, injury, trauma or anguish, or other similar condition, unless such condition results solely and directly from that one person's prior physical injury, physical sickness or physical disease otherwise covered under this Policy.
- E. **Claim** means:
 1. a written demand received for money or services by any **Insured** resulting from a **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act, or Media Wrongful Act**;

2. service of a **Suit**.
- F. **Claim Expenses** means:
1. Fees, costs and expenses resulting from the investigation, adjustment, settlement and defense of a **Claim**;
 2. Allowable expenses for the compensation of all **Insureds** for personally attending any legal proceeding at our request however these allowable expenses shall be subject to the Limit of Liability for Reimbursement of Lost Wages shown on the Declarations and no Deductible shall apply;
 3. The premiums for appeal, attachment or similar bonds, but only for bond amounts within the applicable Limits of Liability. We do not have to furnish these bonds;
 4. Prejudgment interest awarded against the **Insured** on that part of any covered judgment we pay. If we make an offer to pay the applicable Limits of Liability, we will not pay any prejudgment interest based on that period of time after the offer;
 5. All interest on the full amount of any covered judgment that accrues after entry of the judgment and before we have paid, offered to pay, or have tendered or deposited to a court of competent jurisdiction the part of the judgment that is within the applicable Limits of Insurance.
- G. **Commercial Payor** means any private health insurance company or managed care organization; however, **Commercial Payor** does not include any automotive insurance companies in their capacity as such.
- H. **Costs, Charges and Expenses** means an attorney's fees and expenses for legal services rendered in the investigation, defense, and appeal of any **Insured Event**. **Costs, Charges and Expenses** do not include:
1. Remuneration, salaries, wages, overhead, fees or benefits of, or paid to, any **Insured** or the insurer;
 2. The costs associated with the adoption and implementation of any corporate integrity agreement, compliance program or similar provision regarding the operations of the **Insured's** business, negotiated as part of a settlement with or by order of a federal or state regulatory body.
- I. **Damages** means a monetary and compensatory judgment, award or settlement, however, **Damages** do not include and we do not pay or reimburse:
1. amounts which are a multiple of compensatory **Damages**;
 2. fines, penalties, sanctions, taxes or fees assessed against any **Insured**;
 3. judgments or awards arising from acts deemed uninsurable by law;
 4. fees owed to the **Insured** and any amounts incurred to collect such fees;
 5. the return of fees or other compensation paid to any **Insured**;
 6. past, present and future earned and unearned royalties, profits, fees, costs, expenses, commissions, and profits unlawfully or unjustly held or obtained, including the return, offset, disgorgement or restitution of such royalties, profits, fees, costs, expenses, commissions, and profits unlawfully or unjustly held or obtained;
 7. non-pecuniary relief.
- J. **Direct Patient Care** means examination, diagnosis, testing or treatment provided personally to a patient.
- K. **Emergency Evacuation** means an evacuation of the **Insured's** premises that begins during the **Policy Period** based upon imminent danger from an external event or a condition which could cause loss of life or harm to the **Insured's** patients. **Emergency Evacuation** shall not include an evacuation arising out of:
1. a strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 2. a planned vacating drill;
 3. the relocation of one or more patients that is due and confined to their individual medical condition;
 4. nuclear hazard;
 5. war and military action.
- L. **Emergency Evacuation Expenses** means the reasonable and necessary expenses incurred by an **Insured** in the performance of an **Emergency Evacuation**, including the costs of transportation and relocation of patients.
- M. **EMTALA Proceeding** means proceedings **Instituted** against the **Insured** by a **Government Entity** alleging violations of the Emergency Medical Treatment and Labor Act (EMTALA).
- N. **Event** means an **Insured Event**, **Privacy Breach Event**, **Regulatory Wrongful Act**, **HIPAA Violation**, **Hearing**, **Emergency Evacuation**, a request for **Subpoena Assistance**, or a request for **Reputation Protection Expense**.

- O. **Fines and Penalties** means civil fines or penalties levied upon the **Insured** by a governmental or industry regulatory body arising from a covered **Insured Event** or **HIPAA Proceeding**. **Fines and Penalties** do not include:
1. matters uninsurable under the law, or
 2. any costs incurred to comply with or to fulfill an injunction or non-monetary judgment or order, or
 3. any costs incurred to comply with or to fulfill a contractual requirement or mandate.
- P. **Good Samaritan Act** means services rendered, or failed to be rendered, as a professional during a sudden and unforeseen emergency for which no fee is expected, demanded or received.
- Q. **Government Entity** means:
1. Any department, agency, task force or other organization created by any United States federal or state law, regulation, rule or executive order;
 2. Any department, agency, task force or other organization operated, funded or staffed, in whole or in part, by the United States federal government or any state government; or
 3. With respect to **Billing Errors Proceedings**, any organization operating as a Medicare Integrity Program Contractor.
- R. **Hearing** means a formal administrative proceeding or series of proceedings, including any investigation or investigations related thereto, conducted by a Medical Licensing Board or Healthcare facility. A series of related proceedings arising out of the same allegations, and before the same administrative body, shall constitute one **Hearing**.
- S. **HIPAA Proceeding** means proceedings **Instituted** against the **Insured** by a **Government Entity** alleging violation of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations.
- T. **HIPAA Violation** means an actual or alleged violation by the **Insured** of the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations.
- U. **Instituted** means the time formal written notice of an **Insured Event** is served upon or otherwise received by the **Insured**.
- V. **Insured** means:
1. the **Named Insured**;
 2. your current and former employees, temporary employees, leased personnel, principals, partners, executive officers, directors, members, managers, stockholders, students, trustees, volunteers, or **Medical Directors** while acting on your behalf within the course and scope of their duties;
 3. in the event of death or incapacity of any **Insured**, their legal representative in his or her capacity as such, for any **Claim** against the **Insured**;
 4. your lawful spouse or legally recognized domestic partner solely by reason of their legal status, or their ownership interest in property or assets that are sought as recovery. This shall not apply to the extent a **Claim** alleges any **Professional Incident**, **Network Security and Privacy Wrongful Act** or **Media Wrongful Act** by such spouse or legally recognized domestic partner who does not otherwise qualify as an **Insured**;
 5. any **Newly Acquired Entity**;
- Insured** shall not include physicians, dentists, chiropractors, naturopathic practitioners, podiatrists, nurse midwives or certified registered nurse anesthetists, unless specifically identified as an **Insured** within the definition of **Insured** or on an endorsement added to this Policy.
- W. **Insured's Computer System** means computers and associated hardware, software, or firmware, including network devices and backup components owned, leased, operated or controlled by the **Named Insured**, or an **Outsourced Service Provider**, whether on-site or off-site, and used in the ordinary course of the **Named Insured's Professional Services**; however it does not include hardware, firmware or software of any third party provider of connectivity, terrestrial or satellite communication services to the **Insured**.
- X. **Insured Event** shall mean **Billing Errors Proceeding**, **EMTALA Proceeding** or **Stark Proceeding Instituted** against the **Insured**.
- Y. **License Defense Costs** means:
1. Fees charged by an attorney designated by us; and

2. All other fees, costs and expenses resulting directly from the investigation, adjustment and defense of an **Insured** for a **Hearing**.

License Defense Costs do not include **Fines or Penalties**.

- Z. **Malicious Code** means an unauthorized, unwanted or harmful program, code or script, including, but not limited to, viruses, trojan horses, worms, time or logic bombs, spyware, malware, spiderware, ransomware or other electronic infections.
- AA. **Maximum Amount Reimbursable** means the sum of all covered **Costs, Charges and Expenses, Audit Expenses** or **Fines and Penalties** that will be reimbursed for an **Insured Event**.
- BB. **Media** means material or information in audio, digital, electronic, broadcast or printed format including software.
- CC. **Media Activities** means the display, broadcast, dissemination, distribution or release of **Media** by an **Insured**.
- DD. **Media Wrongful Acts** means any of the following actual or alleged unintentional and unknown conduct directly resulting from your **Media Activities**:
1. libel, slander or defamation;
 2. invasion or infringement of an individual's right to privacy or publicity;
 3. disparagement of another's goods, products or services;
 4. plagiarism or misappropriation of ideas;
 5. infringement of copyright, trademark, title, slogan, trade name, trade dress, service mark, service name; or
 6. detrimental reliance upon the negligent content of **Media**.
- EE. **Mediation** means the voluntary and nonbinding process by which the **Insured** and claimants agree to use a neutral and qualified third party to intercede between the **Insured** and claimants with the intention to reconcile the **Insured** and claimant to resolve a **Claim**. Court ordered or imposed mediation or other court ordered dispute resolution are not considered **Mediation** for the purposes of this coverage.
- FF. **Medical Director** means a physician or other healthcare professional employed or contracted by the **Named Insured** specifically to serve as Medical Director.
- GG. **Named Insured** means the entity or individual named in the Declarations.
- HH. **Network Security and Data Privacy Wrongful Act** means the **Insured's** unintentional and unknowing failure to prevent a **Privacy Breach Event** or failure to prevent **Unauthorized Access or Unauthorized Use** that directly results in:
1. the inability of an authorized third party user to access the **Insured's Computer System**;
 2. the inability of an authorized third party user to access its own computer, communication or network systems;
 3. the failure or corruption of a third party's computer, communication or network systems;
 4. the transmittal or distribution of **Malicious Code** from the **Insured's Computer System** to a third party's computer, communication or network systems;
 5. the perpetuation of a denial of service attack on a third party's computer, communication or network systems;
 6. the violation of a **Privacy Law**;
 7. invasion of an individual person's right to privacy or publicity; or
 8. unauthorized disclosure, release, theft or loss of **Protected Information** including **Protected Information** in the care, custody or control of an **Outsourced Service Provider**.
- II. **Newly Acquired Entity** means any entity formed or acquired by the **Named Insured** and in which the **Named Insured** has more than 50% of the legal or beneficial interest, or a joint venture or partnership that the **Named Insured** becomes a member of, during the **Policy Period** but only if all of the following conditions are met:
1. within 90 days of the formation of a **Newly Acquired Entity**, the **Named Insured** notifies the Company in writing of the details of such merger, acquisition, or newly created joint venture or partnership; and
 2. the **Named Insured** has agreed in writing to any changes in terms and conditions of this Policy related to the **Newly Acquired Entity** and paid any additional premium, if any, charged by the Company; and
 3. the Company has issued a written endorsement specifically noting the addition of the **Newly Acquired Entity** as a **Named Insured** under this Policy.

- JJ. **Other Insurance** includes, but is not limited to, insurance coverage or benefits provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, inter-insurance exchanges, mutual insurance companies, stock insurance companies, risk retention groups, reciprocal exchanges, mutual benefit or assistance programs, or any other plan or agreement of risk assumption.
- KK. **Outsourced Service Provider** means a third party independent contractor that provides processing, maintaining or storing of **Protected Information** or hosting of computer applications for the **Named Insured** under a written contract with the **Named Insured**.
- LL. **Patient Property Damage** means physical injury to, destruction or loss of use of tangible property sustained by your patient.
- MM. **Personal Injury** means injury caused by one or more of the following offenses:
1. false arrest, detention or imprisonment;
 2. malicious prosecution;
 3. wrongful entry or wrongful eviction;
 4. invasion of right of private occupancy.
- NN. **Policy Period** means the period from the inception date stated in the Declarations to the expiration date stated in the Declarations, or its earlier termination date, if any.
- OO. **Policy Territory** means anywhere in the world except countries or states against which the United States has implemented trade or diplomatic sanctions.
- PP. **Privacy Breach Event** means actual or reasonably suspected failure of the **Insured**, or an **Outsourced Service Provider**, to prevent the theft, accidental release or unintentional and unauthorized disclosure of **Protected Information**.
- QQ. **Privacy Breach Expenses** mean the following reasonable and necessary expenses incurred by the **Insured** or for the **Insured**, which are required in order for the **Insured** to comply with applicable **Privacy Laws** or to minimize potential **Damages** which may otherwise be covered under this Policy:
1. Notification Expense
Expenses charged by a vendor designated or approved in writing by us to notify an individual person of the release of **Protected Information** as a result of a **Privacy Breach Event**.
 2. Credit Monitoring Expense
Expenses charged by a vendor designated or approved in writing by us to provide credit monitoring services to an individual person affected by a **Privacy Breach Event** and for a period of 12 months from the date of enrollment in such credit monitoring services.
 3. Cyber Investigation Expense
Expenses charged by a law firm or vendor designated or approved in writing by us to investigate a **Privacy Breach Event** in order to determine whether the **Insured** has an obligation to provide notice under **Privacy Law**. Such costs do not include (a) salaries, wages, fees, remuneration, overhead, benefits or expenses of an **Insured**, or (b) costs or expenses incurred to prevent future or subsequent **Privacy Breach Events**.
Cyber Investigation Expense does not mean the costs or expenses charged or incurred to restore, replace, remediate, repair, correct, enhance, upgrade or otherwise modify, improve or make changes to the **Insured's Computer System**.
 4. Crisis Management Expense
Expenses charged by a public relations firm, law firm or crisis management firm designated or approved in writing by us to perform crisis management services in order to minimize potential **Damages** resulting from a **Privacy Breach Event**.
 5. Call Center Expenses
Expenses charged by a third party call center, designated or approved in writing by us, to answer the questions of individuals affected by such **Privacy Breach Event**.

6. Legal Expenses

Expenses charged by attorneys designated or approved in writing by us, in order to determine the **Insured's** indemnification rights under a written contract with any independent contractor, third party vendor or **Outsourced Service Provider** that may be legally responsible for the **Privacy Breach Event**.

RR. **Privacy Law** means statutes pertaining to the protection and collection of non-public personal identifiable information as defined in those statutes.

SS. **Professional Incident** means a negligent act, error or omission in the rendering of or failure to render **Professional Services** by the **Insured** or a person acting under the **Insured's** direction, control or supervision and for whose acts, errors or omissions the **Insured** is legally liable. All **Professional Incidents** that are logically or causally connected will be deemed one **Professional Incident** that, for the purpose of determining coverage under this Policy, occurred at the time of the earliest negligent act, error or omission.

TT. **Professional Services** means services performed in person, by telephone or by other form of electronic communication, by an **Insured** for others involving specialized training, knowledge and skill while in pursuit of the profession or services stated in the Business Description on the Declarations, including **Good Samaritan Acts**.

UU. **Property Damage** means:

1. physical injury to or destruction of tangible property, including all resulting loss of use of that property; or
2. loss of use of tangible property that has not been physically injured or destroyed.

VV. **Protected Information** means private non-public personal information concerning a person in any format that has been lawfully collected, stored or maintained by an **Insured** or **Outsourced Service Provider** acting at the direction of the **Named Insured**. This does not include records that are lawfully available to the general public for any reason, including but not limited to information from federal, state or local government records.

WW. **Qui tam plaintiff** means a private plaintiff under the False Claims Act (31. U.S. Sections 3729-3733).

XX. **Regulatory Wrongful Acts** means acts or omissions giving rise to an **Insured Event**.

YY. **Related Claims** means **Claims** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way continuous, repeated, the same, related or substantially similar facts, circumstances, subjects, situations, decisions, causes, persons, transactions, events, classes of persons or events, or a continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

ZZ. **Related Event** means **Events** based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way the continuous, repeated, the same, related, or substantially similar facts, circumstances, subjects, situations, decisions, causes, persons, transactions, events, classes of persons or events, or a continuous, repeated, the same, related, or a substantially similar series of facts, circumstances, subjects, situations, decisions, persons, transactions, class of persons or events.

AAA. **Reputation Protection Expense** means the reasonable and necessary expenses incurred directly by the **Insured** for a third party to re-establish and restore the **Insured's** professional reputation which is damaged as a direct result of a **Professional Incident** or **Sexual Abuse and Molestation**.

Reputation Protection Expense does not include sums payable as **Damages** or **Claim Expenses** or salaries for employees.

BBB. **Restitution** means repayment of fees, reimbursements, profits, charges or benefit payments received by the **Insured** from:

1. governmental health benefit payor or program, or carrier or intermediary making payments as part of, or in connection with, any such program; or
2. a **Commercial Payor**; or
3. any patient;
to which the **Insured** was not legally entitled by reason of a billing error or errors, the return of which is sought in a **Billing Errors Proceeding**.

CCC. **Sexual Abuse and Molestation** means actual or alleged abuse, molestation, mistreatment, maltreatment of a sexual nature against any person, including, but not limited to, any sexual involvement, sexual conduct, with or without consent, and negligent hiring, supervision, training, negligent retention and/or investigation of or failure to report to proper authorities any person who committed or is alleged to have committed any act of sexual abuse and molestation.

- DDD. **Shadow Audit** means an audit performed by a qualified professional, which examines the same billing records and related documents as those subject to an ongoing **Billing Errors Proceeding**, with the intent of providing the **Insured** with a private expert opinion.
- EEE. **Stark Proceeding** means proceedings **Instituted** against the **Insured** by a **Government Entity** alleging violation of any federal, state or local anti-kickback or self-referral laws.
- FFF. **Subpoena Assistance** means representation and advise for an **Insured** from us, or an attorney we designate, at any court hearing, proceeding or government inquiry, and includes assistance in responding to a subpoena, providing documentation as requested by a subpoena or providing and preparing testimony required by a subpoena.
- GGG. **Subpoena Expenses** means costs incurred by the Company in order to provide the **Insured** with **Subpoena Assistance**.
- HHH. **Suit** means a civil proceeding in which **Damages** resulting from a **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act** are alleged. **Suit** includes an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with our consent.
- III. **Supervisory Duties** means the responsibilities required of a Supervising Physician when delegating services to a Physician's Assistant, Nurse Practitioner or Advanced Practice Registered Nurse as governed by the state within which the Physician's Assistant, Nurse Practitioner, Advanced Practice Registered Nurse and Supervising Physician are practicing.
- JJJ. **Unauthorized Access or Unauthorized Use** means access to or the use of the **Insured's Computer System** by a person or organization that is not authorized to do so, or the access to or use of the **Insured's Computer System** by an authorized person in an unauthorized manner.
- KKK. **Voluntary Self Disclosure** means the **Insured** discloses information, without inquiry, to a **Government Entity** or **Commercial Payor** which may serve as grounds for a **HIPAA Proceeding** or **Billing Errors Proceeding** against the **Insured**. Such information must have become known to the **Insured** fortuitously and subsequent to the inception of this Policy.

SECTION V. INCIDENT REPORTING PROVISIONS

If during the **Policy Period**, you first become aware of any specific and identifiable **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act** and during the **Policy Period** you give written notice to us of:

- A. The specific **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act** including the date(s) and parties involved; and
- B. The **Damages** which have or may result from such **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act**; and
- C. The circumstances by which you first became aware of such **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act**.

For the purposes of this insurance, a **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act** or **Media Wrongful Act** reported under this provision shall be deemed a **Claim**.

SECTION VI. POLICY EXCLUSIONS

1. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS

We shall not be liable to defend, pay, indemnify or reimburse the **Insured** with respect to any **Claim** or **Event**, based upon, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly:

- A. Prior Knowledge
 1. Any actual or alleged **Claim, Event**, fact, circumstance, subject, decision, transaction, situation or cause which has been reported, noticed or identified to any other insurance carrier, third party administrator or claims handler under any other insurance policy, application or agreement.
 2. Any actual or alleged **Claim** or, **Event**, fact, circumstance, subject, decision, transaction, situation or cause of which the person signing the Application for this Policy or any of the **Insured's** current, former or future director, Chief Executive Officer, Chief Medical Officer, Chief Operating Officer, Chief Financial Officer, Chief Technology Officer, Chief Privacy Officer, President, or equivalent position was aware prior to the effective date of this Policy or any other policy issued by us if such **Claim, Event**, fact, circumstance, subject,

decision, transaction, event, situation or cause could reasonably have been expected to give rise to a **Claim** or **Event**.

3. Any actual or alleged **Claim** or **Event** committed or which took place in whole or in part before the Retroactive Date shown on the Declarations.
4. Any prior or pending litigation, **Claim**, **Event**, fact, circumstance, subject, decision, transaction, situation, cause, proceeding or investigation made, presented, transmitted, filed or commenced on or before the effective date of this Policy, or alleging or derived from the same litigation, **Claim**, or **Event**, fact, circumstance, subject, decision, transaction, situation, cause, proceeding or investigation underlying or alleged therein.

B. Insured versus Insured

A **Claim** brought by or on behalf of:

1. an **Insured** against any other **Insured**, however this exclusion shall not apply to an otherwise covered **Claim** made against any **Insured** by another **Insured** for **Professional Services** rendered to another **Insured** in their capacity as a client or patient of any **Insured** or the **Named Insured**;
2. any entity which is owned or controlled by or is under common ownership or control of the **Insured**;
3. any person or entity which owns or controls any entity included within the definition of **Insured**;
4. any entity of which the **Insured** is a director, officer, partner or principal shareholder.

C. Intentional Acts

1. Any actual or alleged dishonest, fraudulent, criminal, malicious or intentional act, error, or omission by an **Insured**, however, this exclusion does not apply to **Claim Expenses** incurred in defending any such **Claim** until such time as there is a final adjudication, judgment, binding arbitration, or conviction of any **Insured**, or an admission of such conduct by the **Insured**. This exclusion does not apply to those **Insureds** who did not intentionally and knowingly commit, acquiesce or participate in this conduct.
2. The execution, creation, or commission, by the **Insured**, of a denial of service attack or the execution, creation or commission of **Malicious Code** which limits or prevents the use of the **Insured's Computer System** or any third party's computer system or network, however, this exclusion does not apply to **Claim Expenses** incurred in defending any such **Claim** until such time as there is a final adjudication, judgment, binding arbitration, decision or conviction of any **Insured**, or an admission of such conduct by the **Insured**. This exclusion does not apply to those **Insureds** who did not intentionally and knowingly commit, acquiesce or participate in this conduct.
3. Any actual or alleged gaining of any profit or advantage to which the **Insured** is not legally entitled, however this exclusion does not apply to **Claim Expenses** incurred in defending any such **Claim** until such time as there is a final adjudication, judgment, binding arbitration, decision or conviction of any **Insured**, or an admission of such conduct by the **Insured**. This exclusion does not apply to those **Insureds** who did not intentionally and knowingly commit, acquiesce or participate in this conduct.

D. Direct Patient Care

Direct Patient Care provided by any **Medical Director**.

E. Supervisory Duties

Supervisory Duties provided by any **Medical Director**.

F. Under the Influence of Intoxicants or Narcotics

Any **Professional Incident** taking place in whole or in part while any **Insured** is under the influence of intoxicants or narcotics. This exclusion does not apply to the **Named Insured** or any **Insured** who was not under the influence of intoxicants or narcotics and did not know or have reason to believe that any **Insured** was under the influence of intoxicants or narcotics.

G. Discrimination

1. Any actual or alleged unlawful discrimination of any kind, based on, but not limited to, race, creed, religion, ethnic background, national origin, age, handicap, sex, sexual orientation, gender identification, genetic information, marital status or financial condition.
2. Any actual or alleged wrongful employment practice including but not limited to any refusal to employ, termination of employment, employment policies or procedures, coercion, demotion, evaluation, retaliation,

reassignment, discipline, defamation, harassment, humiliation, failure to promote, wrongful disciplinary action, deprivation of career opportunity, inadequate work place, whistle-blowing, and labor disputes for any reason.

H. Government Enforcement

Any seizure, nationalization, confiscation, destruction, deletion or other malicious or harmful conduct, action or inaction by or on behalf of or in the name or right of any local, state, federal, or foreign administrative, governmental, quasi-governmental, regulatory or governmentally approved agency, tribunal, body, person or similar or equivalent entity of any **Protected Information** or computer, hardware, software or electronic system held or used by the **Insured**.

I. Governmental Actions

Any federal, state, local or foreign administrative, governmental, or regulatory agency, tribunal, body or similar or equivalent entity; however, this exclusion shall not apply as respects an otherwise covered **Regulatory Wrongful Act**.

J. Outside Activities

Any activities by any **Insured** as owner, sole proprietor, superintendent, executive officer, director, partner, trustee or employee of any organization which is not shown as a **Named Insured** on this Policy.

K. Pollution

Any presence, discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, oil or other petroleum substances or derivatives, waste materials or other irritants, contaminants, pollutants or any other substances, including asbestos, fungus, mold and lead, which are or may be injurious to public health, property or the environment ("hazardous substances") into or upon land, the atmosphere or any water course or body of water.

It is further agreed that this Policy does not apply to any liability including expenses for:

1. the cost of cleanup or removal of "hazardous substances";
2. the cost of such actions as may be necessary to monitor, assess or evaluate, the presence, discharge, dispersal, escape, release, or threat of same, of "hazardous substances";
3. the cost of disposal of "hazardous substances" or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize, or mitigate damage to the public health or welfare or to property or the environment, which may otherwise result; or
4. any cost, based upon, arising from, in consequence of, directly or indirectly resulting from, or involving in any way any government direction or request that the **Insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "hazardous substances".

L. Workers' Compensation and Employers' Liability

Any **Claim** for which you or any carrier as your insurer may be liable, under any Workers' Compensation, Unemployment Compensation, Disability Benefits Law, the Employee Retirement Income Security Act of 1974 and as amended, or under any similar law or regulation; or to any injury, sickness, disease or death resulting there from of any employee or former employee of any **Insured** arising out of and in the course of his employment by any **Insured**.

M. Intellectual Property

Any misappropriation, infringement, or use of a copyright, title, slogan, patent, trademark, trade-name, trade dress, service mark, domain name, trade secret or any violation of an intellectual property right or law, however this exclusion does not apply to infringement of copyright, trademark, title, slogan, trade name, trade dress, service mark or service name as a result of your **Media Activities**.

N. Antitrust

Any actual or alleged antitrust, restraint of trade, unfair, false or deceptive trade practice, or violation of any federal, state, local or foreign legislation, regulation or law involving or prohibiting any antitrust activity, price fixing, price discrimination, monopoly or monopolization, predatory pricing, unfair competition, collusion, conspiracy or unfair, false, misleading or deceptive trade or business practice.

O. False Advertisement

Any actual or alleged inaccurate, false, misleading, deceptive or fraudulent description, representation or promotion of the products, services or business of the **Insured**.

P. Property Damage and Personal Injury

Any **Property Damage** or **Personal Injury**, however, we will reimburse the **Named Insured** for **Patient Property Damage** sustained while your patient is receiving **Professional Services** from an **Insured** provided that:

1. The **Patient Property Damage** occurs during the **Policy Period**; and
2. You report the **Patient Property Damage** to us as soon as practicable during the **Policy Period** or any Extended Reporting Period we provide as described in SECTION IX. EXTENDED REPORTING PERIOD.

The Limit of Liability for **Patient Property Damage** shown on the Declarations is the most we will pay for **Patient Property Damage** and no Deductible shall apply.

Q. Peer Review

Any Peer Review services provided by one **Insured** for another **Insured**, however we will reimburse the **Insured** for amounts incurred in the defense of an allegation of negligent Peer Review but subject to the Limit of Liability for Peer Review shown on the Declarations, and no Deductible shall apply.

R. Contractual Liability

Liability you assume under any contract or agreement, however this exclusion does not apply to liability you would have in the absence of such contract or agreement.

S. Pricing, Guarantees and Cost Estimates

Any **Claim** alleging any **Insured** exceeded a contract price, cost guarantee or cost estimate.

T. Natural Disaster

Any fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, or other act of God.

U. Unauthorized Data Collection

Any unlawful, unauthorized or undisclosed obtaining, gathering, collecting, acquiring, using, distribution or sale of any information of any type, nature or kind by any **Insured**, including but not limited to **Protected Information** however, this exclusion does not apply to any **Insured** who did not intentionally and knowingly commit, acquiesce or participate in this conduct or in the absence of a final judgment, adjudication or binding arbitration ruling adverse to such **Insured**.

V. Uninsurable Amounts

Any amounts which are or may be deemed uninsurable under the law under which this Policy is construed.

W. Unsolicited Communication

The unsolicited dissemination of any communication to actual or prospective customers of the **Insured** or any third party, including, but not limited to, actions brought under the Telephone Consumer Protection Act, the CAN-SPAM Act, or any other federal, state or local legislation, regulation or law protecting a person's or entity's right of seclusion or privacy; however, this exclusion does not apply to **Network Security and Data Privacy Wrongful Acts**.

X. Securities Violation

Any actual or alleged violation of any federal, state, local or foreign securities-related legislation, regulation or law.

Y. Sanctions

Any economic or trade sanction imposed by the United States, including but not limited to, sanctions administered and enforced by The United States Treasury Department's Office of Foreign Assets Control ("OFAC").

Z. Sexual Abuse

Any actual or alleged sexual abuse, sexual molestation, sexual advances or sexual misconduct or any behavior or communications intended to lead to, or culminating in sexual abuse, sexual molestation, sexual advances or sexual misconduct, however, this exclusion shall not apply to a **Claim** for otherwise covered **Sexual Abuse and Molestation**.

AA. Restitution

Any amounts which are intended to serve as **Restitution** or repayment of monies received by the **Insured** to which any **Insured** was not entitled, as a result of billing errors made by the **Insured**.

BB. Billing Errors

Costs, Charges and Expenses, Audit Expenses or Fines and Penalties incurred in any **Billing Errors Proceeding** involving billing errors for medical services or items which are not provided or prescribed by the **Insured**.

2. EXCLUSIONS APPLICABLE ONLY TO NETWORK SECURITY AND DATA PRIVACY LIABILITY

We shall not be liable to defend, pay, indemnify or reimburse the **Insured** with respect to any **Claim** or **Event**, based upon, resulting from, arising out of, in consequence of, or in any way in connection with or involving, directly or indirectly:

A. Bodily Injury and Property Damage

Any actual or alleged:

1. **Bodily Injury**; however, this exclusion does not apply to **Bodily Injury** sustained by a natural person as a direct result of a **Network Security and Data Privacy Wrongful Act**;
2. **Property Damage**.

B. Mechanical Failure

Any electrical or mechanical failures, including power interruption, surge, brownout or blackout, or defect of telephone, telecommunications, or data transmission lines, services, equipment or infrastructure.

SECTION VII. LIMITS OF LIABILITY AND DEDUCTIBLE

- A. The Limit of Liability as shown on the Declarations and the rules detailed below fix the maximum amount we are obligated to pay for all **Damages** for each **Claim** or **Related Claim** under this Policy, as detailed in SECTION I. INSURING AGREEMENTS. The Limits of Liability shall be subject to the Aggregate Limit as shown on the Declarations for each coverage part and shall be part of, and not in addition to, the Policy Aggregate shown on the Declarations.
- B. The Additional Coverage Limits of Liability shown on the Declarations and the rules detailed below fix the maximum amount we are obligated to pay for all **Additional Coverages** under this Policy, as detailed in the applicable Insuring Agreement in SECTION II. ADDITIONAL COVERAGE INSURING AGREEMENTS. The Additional Coverage Limits of Liability shall be part of, and not in addition to, the Policy Aggregate shown on the Declarations.
- C. The Policy Aggregate Limit shown on the Declarations is the most we will pay under this Policy for all **Claims** or **Events** and once the Policy Aggregate has been exhausted there will be no further duty to defend the **Insured** or to pay on behalf of or reimburse any **Insured** for any **Claims** or **Events**.

D. Applicable rules to the Limits of Liability

1. The applicable Limit of Liability stated in the Declarations is the maximum we will pay regardless of the number of **Insureds**, individuals or organizations that make a **Claim**, or the number of **Events**.
2. Our duty to defend will end when our Limits of Liability have been exhausted by payment of **Damages, Claims Expenses, Privacy Breach Expenses, Costs, Charges and Expenses, License Defense Costs, Subpoena Expenses, Reputation Protection Expenses** or have been deposited with a court of competent jurisdiction.
3. If any of the Limits of Liability shown on the Declarations show NIL, that portion of this Policy is not applicable and no coverage shall apply for the corresponding insuring agreement(s).

E. Claim Expenses

We will pay **Claim Expenses** with respect to any **Claim** against an **Insured** that we defend, investigate or settle. Unless modified by Endorsement, these payments will not reduce the applicable Limit of Liability, but are subject to the Claim Expenses Aggregate Limit shown on the Declarations. If the Claim Expenses Aggregate Limit is exhausted, then **Claim Expenses** will reduce the applicable Limit of Liability.

F. PL Deductible

1. The PL Deductible shown on the Declarations applies separately to each **Claim** and shall be paid by the **Named Insured**. The PL Deductible applies to covered **Claim Expenses** and **Damages**. We may advance payment of part or all of the PL Deductible amount and upon notification of such payment being made, the **Named Insured** must promptly reimburse the Company for the PL Deductible amounts advanced by us. The Limits of Liability of this Policy apply in excess of the PL Deductible.

2. Mediation of a Claim

If **Mediation** is used as a means to resolve a **Claim** made against the **Insured** to which this insurance applies, and such **Claim** is resolved solely, directly and immediately by the **Mediation**, then the PL Deductible obligation of the **Named Insured** shall be reduced by 50% subject to a maximum reduction of \$25,000. We shall reimburse the **Named Insured** 50% of any portion of the PL Deductible payment made to us by the **Named Insured** prior to the **Mediation** as soon as practicable after the conclusion of the **Mediation**.

G. Multiple Claims, Events, Professional Incidents

The inclusion herein of more than one **Insured** or the making of **Related Claims** or **Related Events** by more than one person or organization shall not operate to increase the Company's Limit of Liability. For purposes of this insurance, all **Claims** for **Damages** or **Claim Expenses** directly or indirectly arising out of a single **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act, Media Wrongful Act** or **Event** that are logically or causally connected shall be treated as a single **Claim** or a single **Event**. All such **Related Claims** and **Related Events**, whenever made, shall be considered first made and reported to the Company during the **Policy Period** in which the first of all such **Claims** or **Events** was first made against any **Insured** or reported to the Company. All **Related Claims** or **Related Events** arising out of a single **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act, Media Wrongful Act** or **Event** or logically or causally connected **Professional Incident(s), Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act(s), Media Wrongful Act(s)** or **Event(s)** shall be deemed to constitute a single **Claim** or single **Event** and be subject to the same Limit of Liability – Each **Claim/Event**, as stated in the Declarations.

SECTION VIII. OTHER CONDITIONS

A. Transfer of Rights of Recovery

If there is a payment made by us, we shall be subrogated to all of the **Insured's** rights of recovery against any person or organization. The **Insured** will cooperate with us and do whatever is necessary to secure these rights. You must not waive or prejudice such rights.

B. How Other Insurance Applies

This insurance shall be excess of and not contribute with **Other Insurance**, whether collectible or not, that affords coverage for a **Claim** or **Event**, except for **Other Insurance** that is written specifically to apply in excess of the applicable Limit of Liability of this Policy.

This insurance shall be excess for any **Claim** or **Event** to the extent it is insured under any other existing insurance whether such **Other Insurance** is stated to be primary, contributory, excess, contingent or otherwise, except for amounts incurred by the **Insured** which are less than or equal to the **Insured's** deductible under such **Other Insurance**, and which do not exceed the **Maximum Amount Reimbursable** or the applicable Limit of Liability of this Policy.

If a Policy issued by us and one or more policies issued by another insurer apply to the same **Claim** or **Event**, our pro-rata share will be determined by the total Limits of Liability of our Policy in effect at the time the first **Claim** or **Event** was made and reported to us in writing and the Limits of Liability of all **Other Insurance**.

C. Changes Made to this Policy

The terms and conditions of this Policy cannot be waived or changed except by specific written endorsement issued by us and made part of the Policy.

D. Assignment of the Insured's Interest

The interest of the **Insured** under this Policy is not assignable to any other person or organization, except with the Company's prior written consent.

E. Bankruptcy

Bankruptcy or insolvency of the **Insured** or the **Insured's** estate shall not relieve us of any of our obligations under this Policy.

F. Cancellation

This Policy may be canceled by the **Named Insured** by returning the Policy to us or our authorized representatives. The **Named Insured** can also cancel this Policy by written notice to us stating at what future date cancellation is to be effective. If the **Named Insured** cancels, earned premium shall be computed using the customary short rate table or the amount stated elsewhere in this Policy as Minimum Earned Premium, whichever is greater.

We can cancel the Policy by written notice to the **Named Insured**, at the address last known to us. We will provide written notice at least thirty (30) days before cancellation is to be effective and the earned premium will be computed pro-rata. However, if we cancel because you fail to pay a premium or PL Deductible when due, only ten (10) days written notice of cancellation will be given and earned premium will be computed using the customary short rate table.

The mailing of any notice of cancellation shall be sufficient proof of notice.

This Policy will terminate on the effective date of the cancellation. Return of unearned premium is not a condition of cancellation. Unearned premium will be returned by us as soon as practicable.

G. Application

The statements made in the Application are all **Insureds'** representations and are deemed material. This Policy is issued based upon the truth and accuracy of such representations.

H. Audit

We may examine and audit your books and records at any time during the **Policy Period** and within three (3) years after the expiration or termination date of this Policy, as far as they relate to this Policy.

I. Action Against Us

No action shall be brought against us by any **Insured**, unless, as a condition precedent thereto:

1. all **Insureds** have fully complied with all the terms and conditions of this Policy; and
2. the amount of **Damages** has been fixed or rendered certain;
 - a. by final judgment against the **Insured** after trial of the issues; or
 - b. the time to appeal such judgment has expired without an appeal being taken; or
 - c. if appeal is taken, after the appeal has been determined; or
 - d. the **Claim** is settled in accordance with the terms and conditions of the Policy.

In no event shall any action brought by anyone be maintained against us unless such action is brought within twenty-four (24) months from the time the right to bring action first became available.

J. False or Fraudulent Claims

If an **Insured** reports any **Claim** knowing such **Claim** to be false or fraudulent, this Policy shall become void and all insurance coverage hereunder shall be forfeited as of the inception date of this Policy.

K. Terms and Conditions of Policy Conformed to Statute

Where necessary, the terms and conditions of this Policy will be amended to conform to applicable law.

L. Stacking of Limits

Under no circumstances shall more than one Insuring Agreement apply to any **Claim** or **Event** under this Policy. In the event that more than one Insuring Agreement is alleged to apply to a **Claim** or **Event**, we shall have the right to designate which Insuring Agreement shall apply and we shall not pay more than the highest applicable Limit of Liability for the Insuring Agreement we designate.

M. Change in Controlling Interest

If, during the **Policy Period**:

1. a **Named Insured** merges into or consolidates with another entity such that the **Named Insured** is not the surviving entity;
2. another person or entity acquires the **Named Insured**;
3. another person or entity acquires a controlling interest in the **Named Insured**; or
4. there is a divestiture or sale of more than fifty percent (50%) of a **Named Insured's** assets and/or liabilities;

then the coverage under this Policy will continue for the **Named Insured**, but only for **Claims** or **Events** that occur before the date of such Change in Controlling Interest described above. This will apply unless you notify us within thirty (30) days of such Change in Controlling Interest and we issue an endorsement stating otherwise.

N. Premium

The premium amount for this Policy is stated in the Declarations and is for coverage for the **Policy Period**. If during the **Policy Period** there is a change in coverage afforded, we have the right to adjust the premium as of the date of change. Any premium adjustment shall be made in accordance with our prevailing rules and rates.

Premium shown as advance premium is a minimum and deposit premium. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable by notice to the first **Named Insured**.

If the premium for this Policy is a flat premium, it is not subject to adjustment.

O. Minimum Retained Premium

In the event of cancellation of this Policy by the **Named Insured** as specified herein, return premium shall be computed at .90 (Ninety percent) of the pro rata unearned Policy premium (or minimum premium if applicable) subject however to a retention by the Company of not less than twenty-five (25%) of the premium shown on the Declarations or renewal certificate.

It is further agreed that return premium may be allowed on a pro rata basis if cancelled for non-payment, subject however to retention by the Company of the minimum premium as shown above.

SECTION IX. EXTENDED REPORTING PERIOD

As a condition precedent to your right to obtain an Automatic Extended Reporting Period (AERP) or an Extended Reporting Period (ERP), the full premium of this Policy, premium for endorsements or audits, and payment of Deductibles must have been paid in full. Neither the AERP nor the ERP reinstate or increase the Limits of Liability. Neither the AERP nor the ERP extend the **Policy Period** or change the scope of coverage afforded by this Policy.

A. Automatic Extended Reporting Period (AERP)

If we or you cancel or non-renew this Policy for any reason other than non-payment of premium, non-payment of Deductible, non-compliance with any terms and conditions of this Policy, fraud or material misrepresentation then you shall be entitled to an Automatic Extended Reporting Period (AERP) period of (60) sixty days from the date of Policy expiration or cancellation to report **Claims or Events** in writing to us which are first made against the **Insured** during the **Policy Period** and arise out of a covered **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act, Media Wrongful Act or Event** which takes place subsequent to the Retroactive Date shown in the Declarations and prior to the Policy expiration or cancellation date. If the ERP in SECTION B. below is purchased then this AERP shall be included within such ERP.

B. Extended Reporting Period (ERP)

If we or you cancel or non-renew this Policy for any reason other than non-payment of premium, non-payment of deductible, non-compliance with any terms and conditions of this Policy, fraud or material misrepresentation then you shall be entitled to purchase an ERP from the options below which begin from the date of Policy expiration or cancellation to report **Claims or Events** in writing to us which are first made against the **Insured** during the **Policy Period** or ERP and arise out of a **Professional Incident, Sexual Abuse and Molestation, Network Security and Data Privacy Wrongful Act, Media Wrongful Act or Event** which take place subsequent to the Retroactive Date shown in the Declarations and prior to the Policy expiration or cancellation date.

1. ERP Options

- a. One year for a premium not to exceed 125% of the annual premium,
- b. Two years for a premium not to exceed 150% of the annual premium, or
- c. Three years for a premium not to exceed 175% of the annual premium.

2. Your right to purchase the ERP must be exercised by notice in writing to us no later than thirty days (30) after the expiration or cancellation date of this Policy and must include payment of premium for the ERP. Upon receipt of the written notice to us and the premium for the ERP, the entire premium is deemed fully earned and is non-refundable.

SECTION X. REPORTING OF CLAIMS, EVENTS AND INCIDENTS

1. The **Named Insured** must give Admiral written notice as soon as practicable, but in no event later than the Policy expiration, the cancellation date, or AERP or ERP expiration date, whichever is latest, of any **Claim, Event** or incident which may reasonably be expected to give rise to a **Claim** against an **Insured** to which this Policy applies. That notice shall be made to:

Admiral Insurance Group, a Berkley Company
Attention: Claims Department
232 Strawbridge Drive, Suite 300
Moorestown, NJ 08057
admclaims@admiralins.com
2. If the **Insured** becomes aware of a **Claim** or **Event** that first takes place during the **Policy Period** and may be covered by this Policy, the **Insured** must provide written notice to us as soon as practicable, but in no event later than the expiration date of the Policy or any applicable Extended Reporting Period. The **Insured** must immediately send copies to the Company of any demands, notices, or legal papers received and must authorize the Company to obtain records and any other related information.
3. If the **Insured** becomes aware of a **Privacy Breach Event** that first takes place during the **Policy Period** and may be covered by this Policy, the **Insured** must provide written notice of such **Privacy Breach Event** to the Insurer as soon as practicable, but in no event later than the expiration date of the Policy or AERP, or no longer than the minimum time period required by the applicable **Privacy Law**.
 - A. The **Insured** must immediately send copies to the Company of any demands, notices, or legal papers received in connection with any **Privacy Breach Event**, and must authorize the company to obtain records and any other information related to the **Privacy Breach Event**.
 - B. An Event Hotline is available for consultation at your sole expense, unless the Company has otherwise agreed to pay for such consultation and your Policy shall include an endorsement or notice of the particulars for contacting the Event Hotline.
4. All **Insureds** must fully assist and cooperate with us in the conduct, defense, investigation, negotiation and settlement of any **Claim** or **Event**. At our request, the **Insured** must submit to an examination under oath; provide us with written statements as requested by us, and attend meetings and negotiations; produce and make available all information, records, documents and other materials which we deem relevant to the **Claim** or **Event**.
5. All notices of **Claims, Events** or Incidents, must provide the following information: the potential claimant(s) by name or description, the names of the **Insureds** involved, the time, date, location and the description of the specific incident which forms the basis of the **Claim, Event** or Incident including the nature of the potential **Damages** arising from such specific **Claim** or Incident, the circumstances by which the **Insured** first became aware of the specific **Claim, Event** or Incident; and the reason the **Insured** reasonably believes the specific incident is likely to trigger coverage under this Policy.
6. As respects any **Claim** or **Event**; the **Insured** must attend hearings, depositions, proceedings, trials and appeals; and assist us in affecting settlements, securing and giving evidence and obtaining the attendance of witnesses, and pursuing or enforcing any right of contribution or indemnity against a person or entity who may be liable to any **Insured**.
7. No **Insured** will, except at its own cost, voluntarily make a payment, admit liability, settle a **Claim**, settle an **Event**, retain attorneys, consultants, or related vendors, or assume any other obligation or incur any other expense without the Company's prior written consent.
8. Immediately send the Company copies of all demands, notices, summonses or legal papers received in connection with the **Claim**, or **Event**. The **Insured** must do whatever is necessary to secure and effect any rights of indemnity, contribution or apportionment that the **Insured** may have. The **Insured** shall accept our assignment of counsel and the **Insured** shall refrain from discussing any **Claim** or **Event** with anyone other than counsel retained to represent the **Insured** or our representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFINITION OF INSURED - CLINICAL INVESTIGATOR

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that SECTION IV. DEFINITIONS, V. **Insured** is amended to include the following:

6. any of the following, including those that are Physicians, whether contracted or employed, for **Professional Services** on behalf of the **Named Insured** and only for clinical trials which are otherwise covered by this Policy.
 - a. Clinical Research Associates,
 - b. Clinical Research Monitors,
 - c. Clinical Research Coordinators,
 - d. Principal Investigators and Clinical Investigators, and
 - e. Bioethicists.

All other terms and conditions of the Policy remain unchanged and apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ANTI-STACKING OF LIMITS OF LIABILITY

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed and understood that the insurance afforded by this Policy does not apply to any **Claim, Suit or Event** or part thereof, for which any insurance is afforded under the Commercial General Liability coverage part of this Policy.

It is further agreed that if an Insuring Agreement in the Professional Liability Coverage Form and the Commercial General Liability Coverage Form are alleged to apply to a **Claim, Suit or Event** or part thereof, no more than one Insuring Agreement in the Professional Liability Coverage Form or the Commercial General Liability Coverage Form will apply and we shall have the right to designate which Insuring Agreement in the Professional Liability Coverage Form or the Commercial General Liability Coverage Form applies and we will not pay more than the highest applicable limit of insurance available for the Coverage Form we designate.

All other terms and conditions of this Policy remain unchanged and apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROFESSIONAL LIABILITY TERRORISM EXCLUSION
(ABSOLUTE)**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE PART

This Policy does not apply to any **Claim or Event** arising, directly or indirectly, out of an **Act of Terrorism**.

With respect to this endorsement only, **Act of Terrorism** means activities against persons, organizations or property of any nature:

- a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

For any **Claim** which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claim**.

All other terms and conditions of the Policy remain unchanged and apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLICY AGGREGATE LIMIT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
MISCELLANEOUS MEDICAL PROFESSIONAL LIABILITY INSURANCE

It is agreed that the sum of all payments under this Policy, as payable under SECTION III - LIMITS OF INSURANCE of the Commercial General Liability Coverage Form and/or under SECTION VII. LIMITS OF LIABILITY AND DEDUCTIBLE of the Miscellaneous Medical Professional Liability Insurance shall not exceed the Policy Aggregate Limit of Liability as shown on the Declarations.

All other terms and conditions of the Policy remain unchanged and apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIFIED TREATMENT EXCLUSION –
REGENERATIVE MEDICINE
WITH LIMITED CARVEBACK**

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that the insurance afforded by this Policy does not apply to any **Claim** or **Event** based upon or arising out of, in whole or in part, directly or indirectly, any procedures or treatments involving any stem cell or exosome therapy, including any procedures or treatments involving derivative products thereof, conducted by or for the **Named Insured**. However, this exclusion does not apply to procedures or treatments involving platelet-rich plasma (PRP) therapy or topical exosome treatments.

Furthermore, this exclusion shall not apply to the procedures or treatments shown in the below Schedule, if such procedures or treatments were provided subsequent to the specified Retroactive Date and prior to any Termination Date (if applicable). Procedures or treatments specified within the Schedule below are subject to their respective Sublimit(s) as stated within the Schedule. If no procedures or treatments are specified below, then the above exclusion applies without exception.

Schedule

Procedure or Treatment	Sublimit	Retroactive Date	Termination Date
	\$ Each "Claim" / \$ Aggregate		

The above Sublimit:

1. is included within the Limits of Liability and subject to the Policy Aggregate Limit, and
2. applies in excess of the applicable Deductible.

It is further agreed that for any **Claim** made, **Event** or **Suit** brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claims, Events** or **Suits**.

All other terms and conditions of this Policy remain unchanged and apply.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

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

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

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

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

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

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

f. Pollution

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

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

h. Mobile Equipment

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

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

i. War

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

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

j. Damage To Property

"Property damage" to:

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

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

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

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

n. Recall Of Products, Work Or Impaired Property

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

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

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

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

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

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

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

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

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

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

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

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

o. War

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

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

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

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

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

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

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

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

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

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

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

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

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

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

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

2. Each of the following is also an insured:

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

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

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

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

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

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1)** How, when and where the "occurrence" or offense took place;
- (2)** The names and addresses of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b.** If a claim is made or "suit" is brought against any insured, you must:

- (1)** Immediately record the specifics of the claim or "suit" and the date received; and
- (2)** Notify us as soon as practicable.

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

- c.** You and any other involved insured must:

- (1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2)** Authorize us to obtain records and other information;
- (3)** Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

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

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

- (1)** This insurance is excess over:

- (a)** Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i)** That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii)** That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii)** That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv)** If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b)** Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

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

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

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

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

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

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

9. "Insured contract" means:

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

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

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

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

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

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

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

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

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e.** Vehicles not described in Paragraph **a., b., c. or d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

- f.** Vehicles not described in Paragraph **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

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

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

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

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

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

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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

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

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

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

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

17. "Property damage" means:

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

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

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

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

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

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

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

21. "Your product":

a. Means:

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

b. Includes:

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

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

22. "Your work":

a. Means:

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

b. Includes:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Material Or Information

”Bodily injury” or “property damage” arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

- 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 Material Or Information

“Personal and advertising injury” arising out of any access to or disclosure of any person's or organization's confidential or personal material or information, including:

- a.** Patents, trade secrets, processing methods, customer lists;
- b.** Financial information, credit card information;
- c.** Health information, biometric information; or
- d.** Any other type of nonpublic material or information.

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion 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 material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

“Bodily injury” or “property damage” 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.

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

2. Exclusions

This insurance does not apply to:

Communicable Disease

“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.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
AND EXCLUSION OF OTHER ACTS OF TERRORISM
COMMITTED OUTSIDE THE UNITED STATES**

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”, or out of an “other act of terrorism” that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the “coverage territory”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:

1. The total of insured damage to all types of property exceeds \$25,000,000 (valued in US dollars). In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
2. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

B. The following definitions are added:

1. For the purposes of this endorsement, “any injury or damage” means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, “personal and advertising injury”, “injury” or “environmental damage” as may be defined in any applicable Coverage Part.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
 - b. The act resulted in damage:
 - (1) Within the United States (including its territories and possessions and Puerto Rico); or
 - (2) Outside of the United States in the case of:
 - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
 - (b) The premises of any United States mission; and
 - c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. “Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a “certified act of terrorism”.

Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Operations:

Clinical Trials

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

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

With respect to any operation shown in the Schedule, 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. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

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

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

"Insured contract" means:

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

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

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

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to damages arising out of:

- 1.** The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or
- 2.** The negligent:
 - a.** Employment;
 - b.** Investigation;
 - c.** Supervision;
 - d.** Reporting to the proper authorities, or failure to so report; or
 - e.** Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Cyber Incident

"Bodily injury" or "property damage" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

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:

Cyber Incident

"Personal and advertising injury" arising out of a "cyber incident".

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

C. For the purposes of this endorsement, the following definition is added to the Definitions Section:

"Cyber incident" means any:

- 1. Unauthorized access to or use of any computer system.**
- 2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system or otherwise disrupt its normal functioning or operation.**
- 3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.**

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY ENDORSEMENT (BROAD FORM)

This endorsement modifies insurance provided under the following:

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

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

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE CLAIMS MADE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Limits of Liability

\$ 1,000,000	each claim
\$ 1,000,000	aggregate
2. Deductible

\$ 2,500	each claim
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3. Numbers of Employees All
 Premium \$ Included
4. Retroactive Date: 01/21/2025

I. COVERAGES

1. Insuring Agreement

We will pay those sums which you become legally obligated to pay as damages sustained by any employee, former employee, prospective employee or the beneficiaries or legal representatives thereof caused by your negligent act, error or omission or any other person for whose acts you are legally liable in the "administration" of your "Employee Benefits Programs" in the "policy territory". No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

We will have the right and duty to defend any suit seeking damages, except,

- (a) the amount we will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE;
- (b) we may, at our discretion, investigate any negligent act, error or omission and settle any claim or suit that may result, and
- (c) our right and duty to defend ends when the applicable limit of insurance has been used up in the payment of judgments, settlements or SUPPLEMENTARY PAYMENTS

This insurance applies to damages only if a claim for damages is first made against you during the policy period. If during this policy period you become aware of any occurrences or circumstances which might result in a claim or claims under this insurance and notice thereof is given to us as soon as practicable in accordance with Section IV, Conditions 2 of the policy, it is agreed that any subsequent claim arising out of such occurrences or circumstances, whether made during or after the expiration of this endorsement period (but no later than sixty days after the expiration of this endorsement period), shall be treated as a claim made during this endorsement period.

A claim by a person or organization seeking damages will be deemed to have been made when notice of such claim is received and recorded by you or by us, whichever comes first.

All claims for damages to the same person will be deemed to have been made at the time the first of those claims is made against you.

2. Exclusions

This insurance does not apply to:

- (a) Damages arising out of a negligent act, error or omission which:
 - (1) occurred prior to the policy period or the Retroactive Date shown in the Schedule, whichever is earlier; and
 - (2) you knew or should have known prior to the policy period might result in a claim;
- (b) damages due to any dishonest, fraudulent, criminal or malicious act;
- (c) damages due to libel, slander, discrimination, humiliation, emotional distress, harassment, or termination from employment;
- (d) injury to, or sickness, disease or death of any person, or to injury to or destruction of any tangible property, including the loss of use thereof;
- (e) any loss or claim arising out of failure of performance of any contract by an insurer;
- (f) your failure to comply with any law concerning workers' compensation, unemployment insurance, social security or disability benefits;
- (g) any claim based upon:
 - (1) failure of stock or other investments to perform as represented by you;
 - (2) advice given by you to an employee to participate or not to participate in stock subscription plans;
 - (3) the investment or non-investment of funds.

II. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- (a) an individual, the person so designated but only with respect to the conduct of a business of which you are the sole proprietor, and your spouse with respect to the conduct of such a business;
- (b) a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to their liability as such;
- (c) other than an individual, partnership, or joint venture, the organization so designated and any executive officer, director, or stockholder thereof while acting within the scope of their duties as such;

2. Each of the following is also an insured:

- (a) any of your employees authorized to act in the administration of your "Employee Benefits Programs", while acting within the scope of their duties in connection therewith; provided that the insurance shall not apply to any person included as a fiduciary un-

der the Employee Retirement Income Security Act of 1974, including any amendments and regulations relating thereto, while acting in their capacity as such.

This insurance does not apply to loss arising out of the conduct of any partnership or joint venture in which you are a partner or member which is not designated in the policy as a "Named Insured".

III. LIMITS OF LIABILITY

The limit of liability stated in the Schedule of this endorsement as applicable to "each claim" is the limit of your liability for all damages included in each claim to which this insurance applies; provided that the term "each claim" includes all claims because of any loss or losses sustained by any one employee or former employee and the estate, heirs, legal representatives, beneficiaries or assigns of such employee or former employee, as the result of any act, error or omission or combination of related acts, errors or omissions.

Subject to the foregoing provisions respecting the limit of liability for "each claim", the limit of liability stated in the Schedule as "aggregate" is the total limit of our liability for all damages because of all losses under this insurance including all SUPPLEMENTARY PAYMENTS.

The inclusion of this endorsement shall not increase our Limits of Liability as stated in the policy.

IV. ADDITIONAL CONDITIONS

All of the conditions of the policy apply except, as respects the insurance provided by this endorsement:

(a) Premium:

The premium stated in this endorsement is an estimated premium only. Upon termination of each annual period of this policy, you, on request, will furnish us with a statement of personnel changes, and the earned premiums shall be computed on the average number of employees at the beginning and end of such period. If the earned premium thus computed exceeds the estimated advance premium, you will pay the excess to us; if less, we will return to you the unearned portion subject to the Minimum Premium for this insurance.

(b) Your Duties in the event of Negligent Act, Error or Omission, Claim or Suit:

If any claim is made against you or if you learn of any occurrences or circumstances which might result in a claim hereunder, written notice shall be given by you as soon as practicable in accordance with the requirements of Condition 2 of the policy.

(c) The following Condition is added:

The Deductible amount shown in the Schedule of this endorsement shall apply to all payments (damages or supplementary payments) under this coverage. The terms and conditions of the Liability Deductible Endorsement attached to this policy apply to the Deductible for this coverage.

- (d) The following Condition is added:

If the Retroactive Date shown in the Schedule is earlier than the policy period, this insurance is excess over any other similar insurance purchased by you that is effective prior to the beginning of the policy period. When this insurance is excess, all of the terms and conditions of Section IV-Condition 4.b. apply.

V. DEFINITIONS

When used in reference to this insurance:

"Employee Benefit Programs" means any of the following employee benefit plans and programs maintained for the benefit of your employees or former employees:

- (a) group life insurance, group accident and health insurance, profit sharing plans, pension plans, employee stock subscription plans, workers' compensation, unemployment insurance, salary continuation plans, social security, disability benefits insurance and travel, savings or vacation plans; and

- (b) any other employee benefit plan or program added to your "Employee Benefits Program" after the effective date of this endorsement provided that written notice is given to us within 30 days of the effective date thereof and provided further that such addition is endorsed on this policy.

"Administration" means:

- (a) providing interpretations and giving counsel to your employees regarding your "Employee Benefits Programs";
- (b) handling records in connection with your "Employee Benefits Programs";
- (c) the enrollment, termination or cancellation of employees under your "Employee Benefits Programs",

"Policy Territory" means the United States of America, its territories or possessions, or Canada.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MINIMUM PREMIUM AND MINIMUM RETAINED
PREMIUM AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

1. Condition 5. Premium Audit as shown in SECTION IV- CONDITIONS is deleted and replaced by the following condition:

5. Premium Audit

All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the Insurance afforded herein.

Premium designated in this policy as Advance Premium is a Deposit Premium which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of policy period), designated in the DECLARATIONS as the audit period, the earned premium shall be computed for such period and, upon notice thereof to the first Named Insured, shall become due and payable.

Should it become necessary to institute collection activities, including litigation, in order to collect the additional earned premium, then you shall be responsible for 100% of the expenses, fees and costs incurred by the Company in that regard plus any collectible interest. If the total computed earned premium for the policy period is less than the premium previously paid, then we shall receive and retain no less than the minimum premium(s) listed in the coverage part(s) attached hereto.

You shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us at the end of the policy period and at such times during the policy period as we may direct.

- 2. It is further agreed that Section A. Cancellation, paragraph 5. of the COMMON POLICY CONDITIONS is amended to read as follows:
 5. If the policy is cancelled, we will send the first Named Insured any premium refund due.
If we cancel, the refund will be the lesser of the pro rata of the actual earned premium or Minimum Premium. If the Named Insured cancels, the refund may be less than pro rata. However in no event shall we retain less than 25% of the Advance Premium shown in the DECLARATIONS.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DEDUCTIBLE LIABILITY INSURANCE
(APPLICABLE TO INDEMNITY AND EXPENSES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**SCHEDULE**

Coverage		Amount and Basis of Deductible		
		PER CLAIM		PER OCCURRENCE
Bodily Injury Liability	\$		\$	
Property Damage Liability	\$		\$	
Bodily Injury Liability and/or Property Damage Liability Combine	\$	2,500	\$	
Personal and Advertising Injury Liability	\$	2,500	\$	

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all “bodily injury”, “property damage” and “personal and advertising injury”, however caused. Damages includes any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim or to defend a “suit”).

No limitations

- Our obligation under the Bodily Injury Liability, Property Damage Liability, and Personal and Advertising Injury Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
Damages includes any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim, or to defend a “suit”.
- The deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a PER CLAIM basis, that deductible applies as follows:

- (1) Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of “bodily injury”;
- (2) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;
- (3) Under Property Damage Liability Coverage, to all damages sustained by any one person because of “property damage”; or
- (4) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (a) “Bodily injury”;
 - (b) “Property damage”; or
 - (c) “Bodily injury” and “property damage” combined as the result of any one “occurrence”.

If damages are claimed for care, loss of services or death resulting at any time from “bodily injury”, a separate deductible amount will be applied to each person making a claim for such damages.

With respect to “property damage” and “personal and advertising injury”, person includes an organization.

- b. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a PER OCCURRENCE basis, that deductible amount applies as follows:
 - (1) Under Bodily Injury Liability Coverage, to all damages because of “bodily injury”;
 - (2) Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;
 - (3) Under Property Damage Liability Coverage, to all damages because of “property damage”; or
 - (4) Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (a) “Bodily injury”;
 - (b) “Property damage”; or
 - (c) “Bodily injury” and “property damage” combined,as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
3. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
 - b. Your duties in the event of an “occurrence”, claim, or “suit”;apply irrespective of the application of the deductible amount.
4. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
5. When used in this endorsement, damages include any payments made under the Supplementary Payments provisions of this policy including, but not limited to, expenses we incur to investigate or settle a claim or to defend a “suit”.
6. If you do not promptly reimburse us for any deductible amount owed, then any cost incurred by us in collection of the deductible amount will be added and applied in addition to the applicable deductible amount without any limitation. These costs include, but are not limited to, collection agency fees, attorney's fees and interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIDS EXCLUSION

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to Bodily Injury or Personal Injury arising out of, contributed to, by, or resulting from, directly or indirectly, the transmission of Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC) by your products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSIONARY JOINT FORM – ASBESTOS, LEAD, MICROORGANISMS, SILICA & EMR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

ASBESTOS EXCLUSION (ABSOLUTE)

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage” or “personal and advertising injury” including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the mining, manufacturing, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, testing for or failure to disclose the presence of asbestos, products containing asbestos, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to asbestos whether or not the asbestos is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of asbestos or products and materials containing asbestos;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of asbestos or products and material containing asbestos;
- (3) Disposal of asbestos substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding asbestos;
- (5) Existence, storage, handling or transportation of asbestos;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury,” “property damage,” or “personal and advertising injury” to which this endorsement applies.

LEAD EXCLUSION (ABSOLUTE)

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage” or “personal and advertising injury” including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the mining, manufacturing, distribution, sale, resale,

rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of or testing for or failure to disclose the presence of lead, products containing lead, or products designed or used to protect from the inhalation, ingestion, contact with or other exposure to lead, whether or not the lead is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense, including but not limited to payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of lead or products and materials containing lead;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of lead or products and material containing lead;
- (3) Disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding lead;
- (5) Existence, storage, handling or transportation of lead;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit," demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury," "property damage," or "personal and advertising injury" to which this endorsement applies.

MICROORGANISMS, BIOLOGICAL ORGANISMS OR ORGANIC CONTAMINANTS EXCLUSION (GENERAL LIABILITY BROAD FORM)

This insurance does not apply to:

- (1) Liability, injury or damages of any kind, to include but not limited to "bodily injury", "property damage" or "personal and advertising injury", including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, bacteria, bacterium, spores, yeast or other toxins, allergens, infectious agents, wet or dry rot or rust, or materials of any kind containing them at any time, regardless of the cause of growth, proliferation or secretion; or
- (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 microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
 - (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 microorganisms, biological organisms or organic contaminants, including but not limited to mold, mildew, fungus, spores, yeast, or other toxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, "suit" or other proceeding alleging injury or damages of any kind, to include but not limited to "bodily injury", "property damage" or "personal injury and advertising injury" to which this endorsement applies.

SILICA EXCLUSION (ABSOLUTE)

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to “bodily injury”, “property damage” or “personal and advertising injury” including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with actual, alleged, or threatened past, present or future claims arising in whole or in part, either directly or indirectly, out of the mining, manufacturing, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of, exposure to, ingestion of, testing for or failure to disclose the presence of, failure to warn or advise of silica, products containing silica, or products designed or used to protect from the inhalation, ingestion, contact with or any other exposure to silica, whether or not the silica is or was at any time airborne as a fume, dust, powder, fiber or particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever.

It is further agreed that this insurance does not apply to any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of or related to any:

- (1) Clean up or removal of silica or products and materials containing silica;
- (2) Such actions as may be necessary to monitor, assess and evaluate the release or threat of same, of silica or products and material containing silica;
- (3) Disposal of silica substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- (4) Compliance with any law or regulation regarding silica;
- (5) Existence, storage, handling or transportation of silica;
- (6) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury,” “property damage,” or “personal and advertising injury” to which this endorsement applies.

ELECTROMAGNETIC RADIATION EXCLUSION (ABSOLUTE)

This insurance does not apply to:

1. “Bodily injury”, “property damage” or “personal and advertising injury”, including costs or expenses, arising out of, related to, caused by, contributed to by, or in any way connected with the actual or alleged exposure to, presence of, formation of or existence of “electromagnetic radiation”;
2. Any loss, claim, “suit”, cost or expense arising out of any request, demand, order, statutory, regulatory or governmental requirement that any insured or others for whom any insured is legally liable, test for, comply with standards for, monitor, clean up, remove, contain, treat, detoxify, neutralize, abate, mitigate or in any way respond to or assess the effects of “electromagnetic radiation”;
3. Any loss, claim, “suit”, cost or expense, including but not limited to fines or penalties, arising out of any failure to comply with any statutory, regulatory or governmental standards concerning acceptable levels of “electromagnetic radiation”;
4. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with Paragraphs 1., 2. or 3. above; or
5. Any obligation to share damages with or repay anyone else who must pay damages in connection with Paragraphs 1., 2., 3. or 4. above.

“Electromagnetic radiation” means any form of electrical and magnetic energy, or electric and magnetic field(s) within the electromagnetic spectrum, whether naturally occurring or artificially created, regardless of source, and includes, but is not limited to, radio frequency radiation.

We shall have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit,” demand, fine or other proceeding alleging injury or damages of any kind, to include but not limited to “bodily injury,” “property damage,” or “personal and advertising injury” to which this endorsement applies.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WRONGFUL RECORDING OF PERSONAL IDENTIFICATION INFORMATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to liability, injury or damages of any kind, to include but not limited to "bodily injury", "property damage" and "personal and advertising injury", including costs or expenses, actually or allegedly arising out of, related to, caused by, contributed to by, or in any way connected with "wrongful recording" of "personal identification information" made by or on behalf of any insured, including any use or publication of any such "wrongful recording" of "personal identification information" by or on behalf of any insured.

"Wrongful recording" of "personal identification information" includes but is not limited to actual or alleged violations of:

1. The Fair and Accurate Credit Transactions Act of 2001; the Fair Credit Reporting Act; or any similar federal law;
2. California's Song-Beverly Credit Card Act of 1971, or any similar law of any state, district, territory or possession of the United States; or
3. Any other statute, ordinance or regulation relating to recording, copying, documenting, communicating, distributing, transmitting, publishing, printing, disseminating, disposing, collecting, sending or saving, "personal identification information".

"Wrongful recording" means any form of recording, copying, documenting, communicating, distributing, transmitting, publishing, printing, disseminating, disposing, collecting, sending or saving in any manner and by any means, "personal identification information".

"Personal identification information" means information or material concerning or about any person, including but not limited to a person's name, birthdate, age, race, gender, marital status, social security number, employment information, employment status, credit rating, credit references, credit card number or any portion thereof, credit card expiration date, credit card security code, credit history, address, ZIP code, area code, telephone number, driver's license number, federal or state identification card number, or email address, including any password, user name or other personal identification data for any internet or social media site.

This exclusion also applies to any liability or "bodily injury" or "property damage" or "personal and advertising injury" for which the insured is obligated, or is alleged to be obligated to pay damages or defend any claim or "suit" by reason of the assumption of liability in an "insured contract".

This insurance does not apply to any other liability or "bodily injury" or "property damage" or "personal and advertising injury" in any claim or "suit" in which allegations of "wrongful recording" of "personal identification information" are also made.

We shall have no duty to defend any insured against any claim or "suit" alleging damages arising out of or related to liability or "bodily injury" or "property damage" or "personal and advertising injury" to which this exclusion applies.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTARY PAYMENTS INCLUDED WITHIN THE LIMIT OF LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that:

**A. Under SECTION I – COVERAGES
COVERAGE A BODILY INJURY AND PROPERTY
DAMAGE LIABILITY**

Item **1.a.(2)** is deleted in its entirety and replaced by the following:

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

**B. Under SECTION I – COVERAGES
COVERAGE B PERSONAL AND ADVERTISING
INJURY LIABILITY**

Item **1.a.(2)** is deleted in its entirety and replaced by the following:

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

**C. Under SUPPLEMENTARY PAYMENTS – COVER-
AGES A AND B**

The following sentence is deleted in its entirety:

These payments will not reduce the limits of insurance.

And is replaced by the following:

These payments will reduce the limits of insurance.

**D. SECTION III – LIMITS OF INSURANCE is deleted
in its entirety and replaced by the following:**

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";
- c.** Damages under Coverage **B**; and
- d.** Supplementary Payments.

- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages, including Supplementary Payments, because of all "personal and advertising injury" sustained by any one person or organization.

- 5.** Subject to **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**;
 - b.** Medical expenses under Coverage **C**;
 - c.** Supplementary Payments;
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".

- 6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages, including Supplementary Payments, 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 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS – JOINT FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PRE-EXISTING DAMAGE EXCLUSION

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or injury or damages of any kind, whether such "bodily injury", "property damage", "personal and advertising injury", or injury or damages of any kind is known or unknown,
 - (a) which first occurred, in whole or in part, prior to the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier); or
 - (b) which are, or are alleged to be, in the process of occurring in whole or in part as of the inception date of the policy (or the retroactive date of this policy, if any; whichever is earlier) even if the "bodily injury", "property damage", or "personal and advertising injury" continues during this policy period; or
 - (c) which resumes or occurs again during the policy period, after first occurring in whole or in part prior to the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier)
2. Any damages arising out of or related to "bodily injury", "property damage", "personal and advertising injury", or injury or damages of any kind, whether known or unknown, which are in the process of settlement, adjustment or "suit" as of the inception date of this policy (or the retroactive date of this policy, if any; whichever is earlier).

We shall have no duty to defend any insured against any loss, claim, "suit", or other proceeding alleging damages arising out of or related to "bodily injury", "property damage", "personal and advertising injury", or injury or damages of any kind to which this endorsement applies.

If this endorsement applies to any aspect of a claim, this exclusion eliminates coverage for all "bodily injury", "property damage", "personal and advertising injury", or injury or damages of any kind, regardless of any other cause giving rise to a claim during the policy period and regardless of whether any other cause contributes concurrently or in sequence to the claim during the policy period.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any "wrongful employment act(s)"; or
- (2) The spouse, child, parent, brother, sister or registered domestic partner of that person as a consequence of "bodily injury" to that person at whom any of the "wrongful employment act(s)" described in Paragraph (1) above is directed.

This exclusion applies:

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

- (3) Whether the “wrongful employment act(s)” occurs before employment, during employment or after employment of that person.

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

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any “wrongful employment act(s)”; or
- (2) The spouse, child, parent, brother, sister or registered domestic partner of that person as a consequence of “personal and advertising injury” to that person at whom any of the “wrongful employment act(s)” described in Paragraph (1) above is directed.

This exclusion applies:

- (1) Whether any insured may be liable as an employer or in any other capacity;
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury; and
- (3) Whether the “wrongful employment act(s)” occurs before employment, during employment or after employment of that person.

C. Additional Definitions:

- (1) “Wrongful employment act(s)” means any of the following actual, alleged or related acts committed by or on behalf of any insured arising out of a potential, actual or post-employment relationship with any person:
 - (a) Discrimination or harassment because of race, color, religion, age, sex, disability, pregnancy, national origin, sexual orientation, marital status, or any other basis prohibited by law which results in termination of the employment relationship, or demotion, or failure or refusal to hire or promote, or failure to accommodate an “employee” or potential “employee”, or denial of an employment privilege, or the taking of any adverse or differential employment action; or
 - (b) Sexual harassment including unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature that is made a condition of employment, is used as a basis for employment decisions, or creates an intimidating, hostile or offensive work environment that interferes with work performance; or
 - (c) Termination, constructive discharge, wrongful failure to hire, wrongful demotion, retaliation, misrepresentation, infliction of emotional distress, defamation, invasion of privacy, humiliation, wrongful evaluation, or breach of an implied contract or agreement relating to employment, whether arising out of any personnel manual, policy statement or oral representation; or
 - (d) Physical assault or battery, or any other similar behavior that creates an intimidating, hostile, offensive or dangerous work environment; or
 - (e) Training or failing to train any “employee” in accordance with any applicable federal, state or local law, regulation, ordinance, rule, guidance document or policy directive governing any act described in Paragraph C. (1) (a) through Paragraph C. (1) (d) above; or
 - (f) Failure to comply with any applicable federal, state or local law, regulation, ordinance, rule, guidance document or policy directive related to the prevention of any act described in Paragraph C. (1) (a) through Paragraph C. (1) (d) above; or
 - (g) malicious prosecution.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INTELLECTUAL PROPERTY EXCLUSION (ADVERTISING INJURY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** Exclusion **i.** is deleted in its entirety and replaced by the following:
- i.** “Personal and advertising injury” arising out of:
- (1)** Any infringement, disparagement, dilution or diminution of or damage to:
 - (a)** Copyright, slogan or title;
 - (b)** Patent;
 - (c)** Trademark, service mark, service name, collective mark or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;
 - (d)** Trade secret or practice;
 - (e)** Trade dress, including without limitation any shape, color, design or appearance used to distinguish the origin of a good, product or service;
 - (f)** Advertising ideas, concepts, campaigns, or style of doing business; or
 - (g)** Any other proprietary property rights or intellectual property rights recognized or implied by law.
 - (2)** Any false designation of the origin of a good, product or service.
 - (3)** Any deceptive, false, fraudulent, misleading, unfair, unlawful or untrue business act or practice.
 - (4)** Any oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services.
- II.** The definition of “personal and advertising injury” in the DEFINITIONS section of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM is deleted in its entirety and replaced by the following:
- “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor; or
 - d.** Oral or written publication of material that violates a person's right of privacy.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

2. Exclusions

This insurance does not apply to:

PFAS

- a. "Bodily injury" or "property damage" arising out of, in whole or in part, the actual, alleged, threatened, or suspected inhalation, ingestion, absorption, discharge, dispersal, handling, manufacture, distribution, transport, replacement, migration, seepage, sale, release or escape of, contact with, exposure to, existence of, or presence of any "PFAS";
- b. Any loss, cost, or expense arising out of, in whole or part, any:
 - (1) Request, demand, order, or statutory or regulatory requirement that any insured or others investigate, abate, test for, monitor, clean up, remove, contain, study, remediate, dispose, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any "PFAS"; or
 - (2) Claim, demand, or "suit" by or on behalf of a governmental authority or any other person or organization because of investigating, abating, testing for, monitoring, cleaning up, removing, containing, studying, remediating, disposing of, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "PFAS".

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

2. Exclusions

This insurance does not apply to:

PFAS

- a. "Personal and advertising injury" arising out of, in whole or in part, the actual, alleged, threatened or suspected inhalation, ingestion, absorption, discharge, dispersal, handling, manufacture, distribution, transport, replacement, migration, seepage, sale, release or escape of, contact with, exposure to, existence of, or presence of, any "PFAS";
- b. Any loss, cost or expense arising out of, in whole or part, any:
 - (1) Request, demand, order, or statutory or regulatory requirement that any insured or others investigate, abate, test for, monitor, clean up, remove, contain, study, remediate, dispose, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, any "PFAS"; or
 - (2) Claim, demand, or "suit" by or on behalf of a governmental authority or any other person or organization because of investigating, abating, testing for, monitoring, cleaning up, removing, containing, studying, remediating, disposing of, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, any "PFAS".

C. The following definition is added to the Definitions Section:

"PFAS" means any perfluoroalkyl or polyfluoroalkyl substances, including but not limited to:

- 1. Any perfluoroalkyl and polyfluoroalkyl substances, perfluoroalkyl acids, perfluorooctanoic acids, perfluorooctane sulfonic acids, perfluoroalkane, perfluorononanoic acids, hexafluoropropylene oxide dimer acids, perfluorobutanesulfonic acids, perfluorohexane sulfonic acids, sulfonamides, perfluoroalkyl ether carboxylic acids, fluorotelomer substances, and perfluoroalkane sulfonamide substances; or

2. Any polymers, oligomer, monomer, nonpolymer chemicals, fluorinated polymers, fluoropolymers, side-chain fluorinated polymers, and perfluoropolyethers.

including associated homologues, isomers, telomers, salts, esters, alcohols, acids, precursor chemicals and derivatives, and related degradation or by-products of any such constituent.

3. Any good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in paragraphs **C.1.** and **C.2.**

All other terms and conditions of the Policy remain unchanged

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BIOMETRIC INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

2. Exclusions

This insurance does not apply to:

Biometric Information

“Bodily Injury”, “Property Damage”, or “Personal and Advertising Injury” based upon damages, costs, and expenses, either directly or indirectly because of, caused by or arising out of:

- a.** the actual, or alleged collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “Biometric identifier” or “Biometric information”, or failure to obtain consent for any of the foregoing; or
- b.** a claim, “suit” or proceeding involving an actual or alleged invasion of privacy or violation of a right to privacy and a “Biometric identifier” or “Biometric information”; or
- c.** an actual or alleged violation of any privacy law, including the Illinois Biometric Information Privacy Act (BIPA), the California Consumer Privacy Act (CCPA), the California Privacy Rights Act (CPRA), EU General Data Protection Regulation (GDPR) or any other similar law, ordinance, regulation, or statute anywhere in the world that governs or relates to the collection, use, access, safeguarding, sharing, storage, retention, conversion, disclosure, sale, disposal, transmitting, distributing, or destruction of any “Biometric identifier” or “Biometric information” or obtaining consent for any of the foregoing.

The exclusions above apply regardless of any insured’s culpability or intent and regardless of whether the claim, “suit”, proceeding or allegation against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured.

- B. The following definitions are added to the Section V. Definitions:**

“Biometric identifier” means any physical, genetic, physiological, biological, or behavioral characteristic or attribute that allows an individual to be identified. Without limiting the foregoing, “biometric identifier” includes but is not limited to the following: (a) retina or iris scan; (b) fingerprint; (c) voiceprint; (d) DNA; (e) finger, hand, or palm scan; (f) scan of hand or face geometry; (g) vein patterns; (h) voice recordings; (i) keystroke patterns or rhythms; (j) gait patterns or rhythms; (k) sleep, health, or exercise data that contain identifying information; or (l) any other biometric algorithm or measurement of (a) through (k) or any other physical, genetic, physiological, biological or behavioral characteristic or attribute which allows an individual to be identified.

“Biometric information” means any information, regardless of how it is captured, converted, stored, or shared, that is based on, or includes, any “biometric identifiers”.

All other terms and conditions of the Policy remain unchanged.

Effective Date: 01/21/2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other Officer specified for that purpose in the Statute, or his/her successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, **suit** or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the below named as the person to whom the said Officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such **suit** may be made upon John Briggs, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260, and that in any **suit** instituted against the Company upon this policy, it will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. Nothing herein shall constitute a selection or designation of forum, or a waiver of any of the Company's rights to select a forum or court, including any of the federal courts of the United States. This includes any right to commence an action in or remove or transfer an action to the United States District Court or any other court of competent jurisdiction, as permitted by law.

Further, pursuant to any statute of any state, territory or district of the United States of America or province of Canada, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, **suit** or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.



Risk Management Services

Admiral Insurance Group policyholders enjoy complimentary membership to OmniSure's RiskFit® program!

RiskFit membership is essentially what you need when you need it!

Services include:

- Monthly Risk Tips (videos, podcasts, toolkits and more).
- RiskFitness® Performance Platform to chart the course for results!
- RiskFit Certificates for those who complete the Do-It-Yourself RiskFitness® program.
- Advice-on-Demand via online contact form, phone, or email for compliance, risk, or as-it-happens best practice and adverse event support through OmniSure's confidential, 3rd-party helpline.

Other services available at a discount include:

- Desktop Consultation & Recommendations
- Onsite Risk Assessment or Consultation with Recommendations & Training
- Focused Reviews, Topic-Specific Consulting, & Training

Since 2000, OmniSure has been helping well-known healthcare organizations improve performance, avoid lawsuits, and [improve their risk profiles](#) by bringing in the specialists with deep expertise in all the most important facets of healthcare risk management. Now we are offering this same great support to you!

Admiral Insurance Group and OmniSure bring healthcare organizations the best possible combination of specialized coverages and risk management support. Here for you every step of the way!

How to enroll in RiskFit

1. Visit <http://admiralins.riskfitness.com>
2. Click **Get Help Now!**
3. Complete the opt-in process

OmniSure will confirm eligibility and grant policyholder access to RiskFit

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