



In consideration of the premium and subject to the **COI/Dec** and the General Terms and Conditions, the parties agree as follows:

I. INSURING AGREEMENTS

A. Bodily Injury and Property Damage Liability Coverage

We will pay on behalf of an **insured, damages** up to the applicable Limit of Liability as a result of a **claim** for **bodily injury** or **property damage** caused by an **occurrence** provided that:

- (i) the **bodily injury** or **property damage** occurs during the **policy period**; and
- (ii) prior to the **policy period** no **insured** knew the **bodily injury** or **property damage** had occurred in whole or in part.

In the event any **insured** knew, prior to the **policy period**, that any **bodily injury** or **property damage** caused by the same **occurrence** had 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**.

An **insured** will be deemed to know that such **bodily injury** or **property damage** occurred at the earliest time when such **insured**:

- (a) reports all, or any part, of such **bodily injury** or **property damage** to us or to any other insurer;
- (b) becomes aware by any other means that such **bodily injury** or **property damage** has occurred or has begun to occur; or
- (c) knew or should have known of a **claim** or an **occurrence** that may give rise to a **claim**.

B. Personal and Advertising Injury Liability Coverage

We will pay on behalf of an **insured, damages** up to the applicable Limit of Liability as a result of a **claim** for **personal and advertising injury** provided that:

- (i) the **personal and advertising injury** is caused by an offense arising out of the **named insured's** business or profession as set forth in the **COI/Dec**; and
- (ii) the offense was first committed during the **policy period**.

An offense will be deemed first committed on the date of the first utterance or dissemination; or if there is no utterance or dissemination, on the first date of the activity giving rise to a **claim**.

We will pay **defense costs** in connection with a covered **claim** in A or B above. Such **defense costs** are in addition to the applicable Limit of Liability.

C. Non-Patient Medical Expenses Payment Coverage

Regardless of fault, we will pay **medical expenses** up to the limit set forth in the **COI/Dec**, for **bodily injury** to a non-patient natural person caused by an **accident**, provided the **accident** occurred during the **policy period** and takes place:

- (i) on premises that an **insured entity** owns or rents;
- (ii) on ways next to premises that an **insured entity** owns or rents; or
- (iii) as a result of an **insured entity's** business operations.

Provided further that:

- (a) the **accident** must be reported to us no later than one (1) year after the date of the **accident**;
- (b) such **medical expenses** are incurred or medically ascertained no later than one (1) year after the date of the **accident**;
- (c) any written request for payment of **medical expenses** must be sent to us no later than one (1) year after the date of the **accident**; and

- (d) the injured person, or their duly appointed health care representative, must provide written proof of such **bodily injury** as soon as practicable, including duly executed authorizations for the release of medical records and other information regarding all alleged **bodily injury**.

II. COVERAGE PART DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

Agent means:

- (i) with respect to a **governmental entity**, an individual acting in his/her/their capacity as its appointed or elected official; or
- (ii) with respect to a **representative entity**, an individual acting in his/her/their capacity as its director or officer.

Arbitration proceeding means any formal alternative dispute resolution proceeding or administrative hearing to which an **insured** is required to submit by statute or court rule, or to which an **insured** has submitted with our consent.

Bodily injury means any actual or alleged bodily injury, sickness, disease or death sustained by a natural person; mental injury or mental anguish sustained by a natural person at any time, if such mental injury or mental anguish results as a consequence of such bodily injury, sickness or disease to such natural person.

Claim means a written demand for **damages** made against an **insured**, provided such demand is brought by a natural person (or such natural person's family member, legal guardian, estate, dependent, or beneficiary) or entity to whom the **insured** is legally liable.

Claim does not include any:

- (i) subpoena, request for records, variance report, or any other report made for loss prevention purposes;
- (ii) demand or action seeking solely non-monetary or injunctive relief;
- (iii) criminal complaint or criminal proceeding, regardless of the allegations made against any **insured**;
- (iv) **HIPAA proceeding**; or
- (v) **governmental or representative entity matter**.

Employee means a person whose work is engaged and directed by a **named insured**, including: any permanent, part-time, seasonal, leased or loaned workers, students, and volunteers.

Employee benefits program means a program providing any of the following benefits to **employees**:

- (i) group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- (ii) profit sharing plans, savings plans, stock ownership plans, pension plans and stock subscription plans; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- (iii) unemployment insurance, social security benefits, workers' compensation and disability benefits; or
- (iv) vacation plans, including buy and sell programs; leave of absence programs; tuition assistance plans; and transportation and health club subsidies.

ERISA means any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA) and similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law.

Executive officer means a person holding any of the officer positions created by the **named insured's** charter, constitution, bylaws or any other similar governing document.

Fungi means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. **Fungi** will not include any fungi intended by an **insured** for human consumption.

Governmental entity means any federal, state, local, tribal, or foreign governmental entity, agency, body, program, or like authority.

Governmental or representative entity matter means any **proceeding**, or written or oral demand, brought, in whole or in part, by or on behalf of any **governmental entity** or **representative entity** or any **agents** thereof:

- (i) arising out of any actual or alleged injury or damage to its citizens, residents, or members; and
- (ii) seeking to recover, in whole or in part, costs or expenses paid by, or to be incurred by, such entity.

Impaired property means tangible property, other than **insured product** or **insured work**, that cannot be used or is less useful because:

- (i) it incorporates **insured product** or **insured work** that is known, or thought, to be defective, deficient, inadequate or dangerous; or
- (ii) the **named insured** has 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 **insured product** or **insured work**, or the **named insured's** fulfilling the terms of the contract or agreement.

Insured means any natural person or entity acting in such capacity as:

- (i) the **named insured** natural person;
- (ii) the **named insured** entity;
- (iii) any person or entity listed on the Schedule of Named Insureds endorsement (if applicable);
- (iv) the **named insured** entity's **employees**, but only for acts within the scope of their employment by the **named insured** entity and while performing duties related to the conduct of the **named insured** entity's business;

Provided none of these **employees** are an **insured** for:

- (a) **bodily injury** or **personal and advertising injury**:
 - 1. to the **named insured**, or any natural person **insured** while performing duties related to the conduct of the **named insured's** business;
 - 2. to the spouse, domestic partner, child, parent, or sibling of such injured person as a consequence of paragraph 1 above; or
 - 3. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1 or 2 above;
- (b) **property damage** to property:
 - 1. owned, occupied or used by;
 - 2. rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,the **named insured**, or any natural person **insured**;
- (v) a partnership or joint venture designated in the **COI/Dec** or listed on any applicable Schedule of Named Insureds Endorsement, and its members and partners, but only with respect to the conduct of the **named insured's** business;

- (vi) a limited liability company designated in the **COI/Dec** or listed on any applicable Schedule of Named Insureds Endorsement, its members but only with respect to the conduct of the **named insured's** business, and its managers but only with respect to their duties as managers in the course of conduct of the **named insured's** business;
- (vii) an entity other than a partnership, joint venture or limited liability company designated in the **COI/Dec** or listed on any applicable Schedule of Named Insureds Endorsement, its **executive officers** and directors but only for acts within the scope of their duties on behalf of the **named insured** as **executive officers** and directors and in the normal course of conduct of the **named insured's** business, and its stockholders but only with respect to their liability as stockholders;
- (viii) a trust designated in the **COI/Dec** or listed on any applicable Schedule of Named Insureds Endorsement, and its trustees, but only with respect to their duties as trustees on behalf of the **named insured**;
- (ix) a person or entity acting as the **named insured's** real estate manager but only for vicarious liability imposed upon such person or entity because of the **named insured's** acts or omissions and not for independent acts or omissions of such real estate manager;
- (x) any entity newly acquired or formed by the **named insured** during the **policy period**, other than a partnership, joint venture or limited liability company, and over which the **named insured** maintains ownership or majority interest, provided that:
 - (a) within 30 (thirty) days, we receive written notice of such acquisition or formation;
 - (b) after the earlier of the expiration of the thirty (30) days, or the end of the **policy period**, such entity will no longer be deemed an **insured** unless specifically added to the Schedule of Named Insureds Endorsement (if any); and
 - (c) there is no similar insurance available to that entity.

Provided any coverage in (x) above will apply only to:

1. **bodily injury** or **property damage** occurring after, or
2. **personal and advertising injury** caused by an offense first committed after,

the **named insured's** acquisition or formation of such entity and prior to the expiration of the **policy period**.

- (xi) in the event the Dentists Professional Liability Coverage Part is part of this policy, then **insured** will also include:
 - (a) an **insured dentist** (as defined in the Professional Liability Coverage Part);
 - (b) an **independent contractor** dental hygienist of the **named insured**, but only while acting within the scope of such **independent contractor's** duties on behalf of the **named insured** and in the normal course of conduct of the **named insured's** business;
 - (c) a dentist who during the **policy period** becomes a natural person partner or **employee** of the **named insured**, provided that within thirty (30) days of becoming a partner or **employee** during the **policy period**:
 1. we receive written notice; and
 2. after the earlier of the expiration of the thirty (30) days, or the end of the **policy period**, such dentist will no longer be deemed an **insured** unless specifically added to the Schedule of Named Insureds Endorsement.

Provided any coverage will apply only to **wrongful acts** of such dentist taking place after becoming a partner or **employee** of the **named insured** and prior to the expiration of the **policy period**.

If such dentist ceases being a partner or **employee** of the **named insured** during the **policy period**, coverage will continue until the policy is otherwise terminated or cancelled, but only for **wrongful acts** of such dentist taking place while a partner or **employee** of the **named insured** and prior to cessation.

However, **insured** will not include any **independent contractors** except as set forth in (xi)(b) above.

- (xii) In the event the Healthcare Providers Professional Liability Coverage Part is part of this policy, then:
- (a) **insured** will also include:
1. the **named insured** entity's current and former partners, officers, directors, or managers, but only for acts within the scope of their duties on behalf of the **named insured** entity and in the normal course of conduct of the **named insured** entity's business;
 2. the **named insured** entity's **employees**, but only for acts within the scope of their employment by the **named insured** entity and while performing duties related to the conduct of the **named insured** entity's business;
 3. any substitute healthcare provider with whom the **named insured** entity contracts, but only while acting within the scope of such substitute healthcare provider's duties on behalf of the **named insured** entity and in the normal course of conduct of the **named insured** entity's business;
- (b) **insured** will not include any:
1. nurse-midwife or midwife;
 2. physician, dentist, chiropractor, or podiatrist; or
 3. self-employed perfusionist;

Insured contract means:

- (i) a contract for a lease of business premises, provided that portion of the contract for a lease of premises that indemnifies any person or entity for damage by fire to premises while rented to the **named insured** or temporarily occupied by the **named insured** with permission of the owner is not an **insured contract**;
- (ii) a sidetrack agreement;
- (iii) any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (iv) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (v) an elevator maintenance agreement; or
- (vi) that part of any other contract or agreement pertaining to the **named insured's** business, including an indemnification of a municipality in connection with work performed for a municipality, under which the **named insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third party if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Insured product means any:

- (i) goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) the **named insured**;
 - (b) others trading under the name of the **named insured**; or
 - (c) a person or entity whose business or assets the **named insured** has acquired;
- (ii) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; or
- (iii) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **insured product**, and the providing of or failure to provide warnings or instructions.

Insured product will not include vending machines or other property rented to or located for the use of others but not sold.

Insured work means:

- (i) work or operations performed by the **named insured** or on the **named insured's** behalf; and/or
- (ii) materials, parts or equipment furnished in connection with such work or operations as described in (i).

Insured work also includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **insured work** and the providing of, or failure to provide, warnings or instructions.

Lead means the element lead in any form, including its use or presence in any alloy, compound, byproduct, or other material waste. Waste includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

Loading or unloading means the handling of property:

- (i) after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **auto**;
- (ii) while it is in, or on, an aircraft, watercraft, or **auto**; or
- (iii) while it is being moved from an aircraft, watercraft, or **auto** to the place where it is finally delivered.

Loading or unloading will 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**.

Microbes mean any non-fungal microorganism or non-fungal organism that causes infection or disease including: bacteria; viruses; protozoa; archaea; protein (e.g. prions), or any colony or group of the foregoing. **Microbes** include any spores, mycotoxins, odors, or any other substances, products, or by-products produced by, released by, or arising out of the current or past presence of microbes.

Proceeding means any civil proceeding in which **damages** for injury to which this insurance applies are alleged, including:

- (i) an **arbitration proceeding** seeking **damages**; or
- (ii) any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **insured** submits with our consent.

Products-completed operations hazard means **bodily injury** or **property damage** occurring away from premises the **named insured** owns or rents and arising out of an **insured product** or **insured work** except:

- (i) products that are still in the **insured's** physical possession; or
- (ii) work that has not yet been completed or abandoned.

For purposes of **products-completed operations hazard**, **insured work** will be deemed completed at the earliest of the following:

- (a) when all of the work called for in the **named insured's** contract has been completed;
- (b) when all of the work to be done at the job site has been completed if the **named insured's** contract calls for work at more than one job site; or
- (c) when that part of the work done at a job site has been put to its intended use by any person or entity 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 deemed completed.

Products-completed operations hazard will not include **bodily injury** or **property damage** arising out of the:



GENERAL LIABILITY COVERAGE PART

- (a) transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by the **named insured**, and that condition was created by the **loading or unloading** of that vehicle by any **insured**; or
- (b) existence of tools, uninstalled equipment or abandoned or unused materials.

Professional services has the meaning as defined in the applicable Professional Liability Coverage Part of this policy.

Related claim means with respect to:

- (i) **bodily injury** or **property damage** coverage, all **claims** arising out of the same **occurrence** or **related occurrences**;
- (ii) **personal and advertising injury** coverage, all **claims** arising out of the same offense or arising out of **related offenses**.

Related occurrences mean all **occurrences** giving rise to **bodily injury** or **property damage** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, or events.

Related offenses mean all offenses giving rise to **personal and advertising injury** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, or events.

Representative entity means any union, insurance fund, private insurance company, or such similar or like entity.

III. COVERAGE PART EXCLUSIONS

A. Exclusions Applicable to Bodily Injury and Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage

This Coverage Part does not apply to any **claim**, **damages**, **defense costs**, expenses, fees or loss:

BUSINESS OR PROFESSION OTHER THAN PROFESSIONAL SERVICES

based on, or arising out of, liability an **insured** has for a business or profession, outside of the profession(s) set forth in the **COI/Dec**;

CONTRACTUAL LIABILITY

based on, or arising out of, any liability for **bodily injury** or **property damage** you assume under any contract or agreement; provided, however, this exclusion will not apply to liability the **insured** would have in the absence of the contract or agreement or to liability for **bodily injury** or **property damage** voluntarily undertaken in an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**.

Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney 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:

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

DISCRIMINATION

based on, or arising out of, any actual or alleged **discrimination**, humiliation or **harassment**, that includes but will not be limited to **claims** based on an individual's race, creed, color, age, gender identity

or expression, national origin, religion, disability, marital status, genetic information, political ideology, sex, sex characteristics or sexual orientation;

EMPLOYEE BENEFITS PROGRAM, ERISA, PROFESSIONAL SERVICES

based on, or arising out of, any **employee benefits program, ERISA, or professional services**;

FUNGI OR MICROBES

based on or arising out of:

- (i) any actual, alleged, or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi or microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi or microbes**; or
- (ii) any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi or microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi or microbes**; or
- (iii) any:
 - (a) request, demand, or order that you or others undertake the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi or microbes** by any **insured** or by anyone else; or
 - (b) any **claim** or other proceeding by or on behalf of a government authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing, remediating, or disposing of, or in any way responding to or assessing the effects of any **fungi or microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently, or in any sequence, to such injury or damage, loss, cost or expense.

Provided this exclusion will not apply to any **claim** arising from **fungi** where the **named insured's** business includes food processing, sales, or serving, and the **bodily injury** is caused solely by food poisoning in connection with such processing, sales, or serving;

INSURED AGAINST INSURED

with respect to any **claim** initiated, alleged, or caused to be brought by any **insured** against any other **insured**;

LEAD

based on, or arising out of:

- (i) any actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**; or
- (ii) any:
 - (a) request, demand, or order that any **insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
 - (b) **claim** or other proceeding by or on behalf of a government authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.

RESIDENTIAL OR PERSONAL LIABILITY

based on, or arising out of: (1) any liability associated with the personal residence of an **insured**; or (2) any personal liability of an **insured** that is not directly associated with an **insured's** performance of the

profession(s) set forth in the **COI/Dec**, including personal liability that arises on the premises where an **insured** performs its profession.

WRONGFUL EMPLOYMENT PRACTICES

based on, or arising out of, any actual or alleged matter relating to the responsibilities, obligations or duties of an employer to any **employee**, or prospective **employee**, including wage and hour, as imposed by **United States law** or common law, or any such equivalent or similar foreign law.

B. Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

AIRCRAFT, HELIPAD, AUTO OR WATERCRAFT

because of **bodily injury** or **property damage** based on, arising out of, or in any way involving any actual or alleged ownership, maintenance, use (including operation and **loading or unloading**) or entrustment to others of any aircraft, helipad, **auto** or watercraft owned or operated by or rented or loaned to any **insured**.

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 such **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, helipad, **auto** or watercraft that is owned or operated by or rented or loaned to any **insured**.

Provided this exclusion will not apply to:

- (i) watercraft while ashore on premises the **named insured** owns or rents;
- (ii) watercraft the **named insured** does not own that is:
 - (a) less than twenty-six (26) feet long; and
 - (b) not being used to carry persons or property for a charge;
- (iii) parking an **auto** on, or on the ways next to, premises the **named insured** owns or rents, provided the **auto** is not owned by or rented or loaned to any **insured**;
- (iv) liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft;
- (v) **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 (vi)(b) (cherry pickers, etc.) or (vi)(c) (air compressors, etc.) of the definition of **mobile equipment**;

This exclusion will not apply to the Damage to Rented Property Each Premises Limit.

DAMAGE TO IMPAIRED PROPERTY OR PROPERTY NOT PHYSICALLY INJURED

based on, or arising out of, **property damage** to **impaired property** or property that has not been physically injured, arising out of any actual or alleged:

- (i) defect, deficiency, inadequacy or dangerous condition in the **insured product** or **insured work**; or
- (ii) delay or failure by the **named insured** or anyone acting on the **named insured's** behalf to perform a contract or agreement in accordance with its terms.



GENERAL LIABILITY COVERAGE PART

Provided this exclusion will not apply to: (a) the loss of use of other property arising out of sudden and accidental physical injury to the **insured product** or **insured work** after it has been put to its intended use; or (b) the Damage to Rented Property Each Premises Limit.

DAMAGE TO INSURED PRODUCT

based on, or arising out of, **property damage** to **insured product** arising out of it or any part of it; provided this exclusion will not apply to the Damage to Rented Property Each Premises Limit.

DAMAGE TO INSURED WORK

based on, or arising out of, **property damage** to **insured work** arising out of it, or any part of it, and included in the **products-completed operations hazard**. Provided this exclusion will not apply if the damaged work or the work out of which the damage arises was performed on the **named insured's** behalf by a subcontractor; provided this exclusion will not apply to the Damage to Rented Property Each Premises Limit.

DAMAGE TO PROPERTY THE NAMED INSURED OWNS OR THAT IS IN ITS CARE, CUSTODY OR CONTROL

property damage to:

- (i) property the **named insured** owns, rents, or occupies, including any costs or expenses incurred by the **named insured**, 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;
- (ii) premises the **named insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (iii) property loaned to the **named insured**;
- (iv) personal property in the care, custody or control of the **insured**;
- (v) that particular part of real property on which the **named insured**, or any contractors or subcontractors, working directly or indirectly on the **named insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (vi) that particular part of any property that must be restored, repaired or replaced because **insured work** was incorrectly performed on it.

Paragraphs (i), (iii) and (iv) of this exclusion will not apply to the Damage to Rented Property Each Premises Limit.

Paragraph (ii) of this exclusion will not apply if the premises are **insured work** and were never occupied, rented, or held for rental by the **named insured**.

Paragraph (vi) of this exclusion will not apply to **property damage** included in the **products-completed operations hazard**.

EXPECTED OR INTENDED INJURY

based on, or arising out of, **bodily injury** or **property damage** expected or intended from the standpoint of the **insured**; provided this exclusion will not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property;

INTELLECTUAL PROPERTY INFRINGEMENT

based on, or arising out of, any actual or alleged misappropriation, violation or infringement of: ideas, confidential information, trade secrets, trade dress, patent, service mark, trademark, copyright, title, or slogan;

LIQUOR LIABILITY

based on, or arising out of, **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- (i) causing or contributing to the intoxication of any person;
- (ii) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (iii) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the **named insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;

MOBILE EQUIPMENT

bodily injury or **property damage** arising out of any actual or alleged:

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

This exclusion will not apply to the Damage to Rented Property Each Premises Limit.

PERSONAL AND ADVERTISING INJURY

based on, or arising out of, **bodily injury** arising from **personal and advertising injury**;

RECALL OF PRODUCTS, WORK OR IMPAIRED PROPERTY

actual or alleged **damages** claimed for any loss, cost or expense incurred by the **named insured** or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (i) **insured product**;
- (ii) **insured work**; or
- (iii) **impaired property**,

if (i),(ii) or (iii) is withdrawn or recalled from the market or from use by any person or entity because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

This exclusion will not apply to the Damage to Rented Property Each Premises Limit.

C. Exclusions Applicable Only to Personal and Advertising Injury Liability Coverage

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss because of **personal and advertising injury**:

BREACH OF CONTRACT

based on, or arising out of, any actual or alleged breach of contract, except an implied contract to use another's advertising idea in the **named insured's advertisement**;

ELECTRONIC CHAT ROOMS OR BULLETIN BOARDS

based on, or arising out of, an electronic chat room, bulletin board or website the **insured** hosts, owns, or over which the **insured** exercises control;

INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET



GENERAL LIABILITY COVERAGE PART

based on, or arising out of, any actual or alleged infringement of copyright, patent, trademark, trade secret, trade dress, trade slogan or other intellectual property rights. Provided this exclusion will not apply to infringement of copyright, trade dress or slogan in the **named insured's advertisement**;

KNOWING VIOLATION OF RIGHTS OF ANOTHER

caused by or at the direction of the **insured** if the **insured** knew or should have known that the act would cause **personal and advertising injury**;

MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

based on, or arising out of, any actual or alleged oral or written publication of material, if the **insured** knew or should have known the material was false;

QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

based on, or arising out of, any actual or alleged failure of goods, products or services to conform to any statement of quality or performance made in the **named insured's advertisement**;

UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

based on, or arising out of, any actual or alleged unauthorized use of another's name or product in the **insured's** e-mail address, domain name or metatag, or any other similar conduct or tactics to mislead another's potential customers; or

WRONG DESCRIPTION OF PRICES

based on, or arising out of, any actual or alleged wrong description of the price of goods, products or services stated in the **insured's advertisement**.

D. Exclusions Applicable Only to Non-Patient Medical Expenses Payment Coverage

This Coverage Part does not apply to any **medical expenses** for **bodily injury**:

ANY INSURED

to any **insured**, except volunteers;

HIRED PERSON

to a person hired to do work for, or on behalf of, any **insured** or a tenant of any **insured**;

INJURY ON NORMALLY OCCUPIED PREMISES

to a person injured on that part of premises the **named insured** owns or rents that the person normally occupies;

PRODUCTS-COMPLETED OPERATIONS HAZARD

included within the **products-completed operations hazard**;

GENERAL LIABILITY

otherwise excluded under this Coverage Part.

IV. **COVERAGE PART LIMITS OF LIABILITY AND RELATED CLAIMS**

A. Bodily Injury and Property Damage Liability - Each Occurrence Limit

Subject to the General Liability ("GL") Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever applies, the each **occurrence** limit set forth in the **COI/Dec** is the most we will pay for the sum of **damages** for all **bodily injury** and **property damage** arising out of any one **occurrence**.

B. Personal and Advertising Injury - Each Person or Entity Limit

Subject to the GL Aggregate Limit, the Personal and Advertising Injury Limit set forth in the **COI/Dec** is the most we will pay under Personal and Advertising Injury Coverage for the sum of all **damages** for all **personal and advertising injury** sustained by any one person or entity.

C. Non-Patient Medical Expenses Payment Coverage - By Any One Person Limit

Subject to the GL Aggregate Limit, the Non-Patient Medical Payments Limit set forth in the **COI/Dec** is the most we will pay for all **medical expenses** for **bodily injury** caused by an **accident** and sustained by any one person.

D. Damage to Rented Property Each Premises Limit

Subject to the Bodily Injury and Property Damage Liability - each **occurrence** limit, the Damage To Rented Property Each Premises Limit set forth in the **COI/Dec** is the most we will pay under the Bodily Injury and Property Damage Liability Coverage for **property damage**: (i) caused by fire to any one premises while rented to the **named insured** for more than seven (7) consecutive days; (ii) caused by fire to any one premises not rented but temporarily occupied by the **named insured** with permission of the owner; or (iii) not caused by fire to any one premises, including the contents thereof, rented to the insured for seven (7) or fewer consecutive days.

E. General Liability Aggregate Limit

The GL Aggregate Limit set forth in the **COI/Dec** is the most we will pay for the sum of:

- (i) **damages** under Bodily Injury and Property Damage Liability Coverage (including the Damage to Rented Property Each Premises Limit), except for **damages** for **bodily injury** or **property damage** included in the **products-completed operations hazard**;
- (ii) damages under Personal And Advertising Injury Liability Coverage; and
- (iii) medical expenses under Non-Patient Medical Expenses Payment Coverage.

F. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit set forth in the **COI/Dec** is the most we will pay under Bodily Injury and Property Damage Liability Coverage for **damages** for **bodily injury** and **property damage** included in the **products-completed operations hazard**. The Products-Completed Operations Aggregate Limit is separate and apart from the GL Aggregate Limit, unless otherwise set forth on the **COI/Dec**.

G. Multiple Insureds, Claims and Claimants

The GL Aggregate Limit, and the Products-Completed Operations Aggregate Limit if applicable, set forth in the **COI/Dec**, subject to the provisions of this policy, are the most we will pay as **damages** regardless of the number of **claims, insureds, incidents**, parties or requests for coverage in this Coverage Part.

H. Related Occurrences, Offenses, and Claims

All **related occurrences** and **related offenses** will be deemed to have occurred at the time of the earliest **related occurrence** or **related offense**. With respect to any **claim** alleging, based on, arising out of, or in any way involving, in whole or in part, **related occurrences** or **related offenses**, the each **occurrence** or each person or entity Limit of Liability applicable to the policy in effect at the time (1) the earliest **bodily injury** or **property damage** caused by the earliest of the **related occurrences**, or (2) the earliest of the **related offenses**, first took place will be the maximum amount available for such **claim**. In addition, all **related claims** will be treated as one **claim** that is subject to coverage only under the policy in effect at the time (1) the earliest **bodily injury** or **property damage** caused by the earliest of the **related occurrences**, or (2) the earliest of the **related offenses**, underlying such **claim** first took place.

I. Settlement of Claims

We have the right to settle any **claim** as we deem reasonable.