

# **EXHIBIT**

# **1**

**IN THE CIRCUIT COURT OF CHRISTIAN COUNTY, MISSOURI**

LOGAN YANDELL,	)	
	)	
Plaintiff	)	
	)	
v.	)	Case No. 23CT-CC00088
	)	
KANAKUK HERITAGE, INC., <i>et al.</i> ,	)	
	)	
Defendants.	)	
_____	)	
	)	
KANAKUK HERITAGE, INC., KANAKUK	)	
MINISTRIES, and JOE WHITE,	)	
	)	
Cross-Claimants	)	
	)	
v.	)	
	)	
ACE AMERICAN INSURANCE COMPANY,	)	
	)	
Cross-Claim Defendant.	)	
_____	)	

**DEFENDANTS KANAKUK HERITAGE, INC., KANAKUK MINISTRIES AND JOE  
WHITE’S CROSS-CLAIM AGAINST DEFENDANT  
ACE AMERICAN INSURANCE COMPANY  
KANAKUK DEFENDANTS’ CROSS-CLAIM**

Pursuant to Missouri Rule of Civil Procedure 55.32(f) Defendants/Cross-claimants Kanakuk Heritage, Inc., Kanakuk Ministries, and Joe White (collectively “Kanakuk”) bring this action against Defendant/Cross-claim defendant ACE American Insurance Company (“ACE”), and for its claims states and alleges as follows.

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff Logan Yandell filed the above-captioned lawsuit against Kanakuk and ACE to recover compensatory damages resulting from Defendants’ alleged actions. A copy of Plaintiff’s First Amended Petition is attached as Exhibit A and is incorporated into this Cross-

Claim.

2. Defendant/Cross-Claimant Kanakuk Heritage, Inc. is a Missouri corporation.

3. Defendant/Cross-Claimant Kanakuk Ministries is a Missouri non-profit corporation.

4. Defendant/Cross-Claimant Joe White is an individual citizen and resident of the State of Missouri.

5. Defendant/Cross-Claim Defendant ACE was at all relevant times a corporation with its principal place of business in Pennsylvania and was licensed to do business in Missouri through the Missouri Department of Insurance. At all times relevant to this Cross-Claim Petition, ACE was the insurance carrier for the Kanakuk Defendants that issued the policies and negotiated, settled, and paid the claims underlying Plaintiff's First Amended Petition.

### **FACTS**

6. At all times relevant to the allegations in Plaintiff's Petition, Kanakuk owned and operated residential summer camps for children known as "Kanakuk Kamps."

7. On or about May 1, 2004 to March 1, 2008, Kanakuk had contracts for insurance with Defendant/Cross-Claim Defendant ACE.

8. Defendant/Cross-Claim Defendant ACE issued Policy Number G2174640A to Kanakuk from May 1, 2004 to May 1, 2005; Policy Number G21746459 to Kanakuk from March 1, 2005 to March 1, 2006; Policy Number G21746459 to Kanakuk from March 1, 2006 to March 1, 2007; and Policy G21746459 to Kanakuk from March 1, 2007 to March 1, 2008 (collectively, the "Policies"). The Policies were for Commercial General Liability Coverage in the amount of \$1,000,000 per claim of abuse and molestation. The Policies were in effect from May 1, 2004 to March 1, 2008. Attached is a copy of the relevant coverages from the Policies.

(Exhibit B–E).

9. The Policy agreements were supported by good and valid consideration in that Kanakuk paid certain premiums in exchange for liability coverage from ACE.

10. The Policies each included an endorsement to pay “sums that the insured becomes legally obligated to pay as damages because of ‘bodily injury’ or ‘personal injury’ to which this insurance applies arising out of ‘physical abuse’ or ‘sexual misconduct.’”

11. The Policies further provide that: “We will have the right and duty to defend the insured against any ‘suit’ seeking those damages.”

***Plaintiff Yandell’s allegations of sexual abuse and 2010 settlement***

12. Peter Newman worked as an employee and camp counselor for Kanakuk Kamps from 1995 to 2009.

13. Plaintiff was a camper at Kanakuk Kamps from 2002 to 2011.

14. Plaintiff alleges that Newman sexually abused him at Kanakuk Kamps from 2005 to 2008 (the “underlying claim”).

15. In 2010, ACE negotiated and paid a settlement on behalf of its insured, Kanakuk, for the underlying claim made by Plaintiff Yandell (the “2010 settlement”).

16. In negotiating the 2010 settlement, ACE orchestrated, directed, and assumed complete control over the negotiation and settlement of Plaintiff Yandell’s claims.

***ACE’s response to Plaintiff Yandell’s allegations in the present lawsuit***

17. Twelve years later, Plaintiff Yandell alleges he discovered that defendants made misrepresentations and omissions of fact to induce the 2010 settlement and filed the above-captioned lawsuit.

18. Specifically, Plaintiff Yandell alleges defendants had knowledge of prior sexual

misconduct by Newman, but represented to Plaintiff they had no such knowledge to induce Plaintiff to settle his claims.

19. ACE had actual knowledge of Newman's activities that have been brought into question by Plaintiff's allegations and, according to Plaintiff, misrepresented to Plaintiff that it had no such knowledge. Further, ACE was not instructed by Kanakuk to withhold such knowledge from Plaintiff during ACE's orchestration, direction, and complete control over the negotiation and settlement of Plaintiff Yandell's claims.

20. Kanakuk shared information with ACE regarding Newman's activities that have been brought into question by Plaintiff's allegations during ACE's direction and control of the negotiation and settlement of Plaintiff Yandell's claims.

21. As early as April 2009, Kanakuk made ACE adjuster Marilyn Cannon aware of all information regarding Newman's activities that have been brought into question by Plaintiff's allegations.

22. Throughout 2009 and 2010, Kanakuk continued to update ACE with information it learned of regarding Newman's activities that have been brought into question by Plaintiff's allegations.

23. During ACE's orchestration, direction, and complete control over the negotiation and settlement of Plaintiff Yandell's claims, Plaintiff Yandell claims ACE did not disclose information regarding prior instances of Newman's activities that have been brought into question by Plaintiff's allegations.

***ACE directs Kanakuk not to send information regarding Newman  
to camp families, including Plaintiff Yandell***

24. In June 2010, Kanakuk drafted two letters with information regarding Newman's activities that have been brought into question by Plaintiff's allegations to send to the families of

Kanakuk campers.

25. Kanakuk planned to send the letters via email to approximately 8,000 families of Kanakuk campers who were enrolled in camp for summer 2010, including Plaintiff Yandell's family.

26. On June 17, 2010, Kanakuk sent drafts of these letters to ACE adjuster Cannon. The drafts included information called into question by Plaintiff's allegations.

27. However, ACE threatened to deny Kanakuk coverage for Plaintiff's underlying claim if Kanakuk shared such information regarding Newman with Plaintiff and other camp families.

28. Specifically, in a June 18, 2010 letter to Kanakuk, ACE adjuster Cannon told Kanakuk defendants not to send information regarding Newman's activities that have been brought into question by Plaintiff's allegations to the families of Kanakuk campers. Adjuster Cannon wrote "Such disclosures threaten to expose Kanakuk to greater liability and may interfere with ACE's contractual right to defend claims and to have Kanakuk's cooperation in that defense. We strongly recommend that you do not send out the proposed public disclosures about Mr. Newman's misconduct at camp and Kanakuk's response to that conduct."

29. Further, adjuster Cannon followed this "strong[] recommendation" with a warning that Kanakuk is required to "Cooperate with us in the investigation or settlement of the claim to defense against the suit..."

30. In her June 18, 2010 letter to Kanakuk, ACE adjuster Cannon conveyed to Kanakuk that it may not receive coverage under its ACE policies if Kanakuk disclosed information to Kanakuk camp families regarding Newman's activities that have been brought into question by Plaintiff's allegations as it desired.

31. ACE maintained its position that if Kanakuk disclosed information regarding Newman's activities that have been brought into question by Plaintiff's allegations that ACE would deny Kanakuk coverage for the underlying claim.

***ACE refuses to defend Kanakuk in the present lawsuit***

32. ACE has refused to defend Kanakuk in the above-captioned lawsuit and failed to provide Kanakuk other benefits owed to Kanakuk under the Policy with ACE.

33. Specifically, ACE represented to Kanakuk that it denied coverage because Plaintiff's claims arose in fraud, not bodily injury or damage to personal property, and fraud is not a covered event under the Policy.

34. ACE denied Kanakuk coverage for fraud that ACE allegedly perpetrated.

35. ACE denied Kanakuk coverage even though Plaintiff's underlying claim for bodily injury is central to Plaintiff's present claims.

36. Kanakuk has complied with all requirements in the Policy.

37. ACE breached the agreement by threatening to deny Kanakuk coverage to which it is entitled under Policy if it disclosed certain information to claimants and camp families.

38. ACE further breached the agreement by refusing to defend and indemnify Kanakuk for claims in Plaintiff's First Amended Petition that arise out of the covered loss of Plaintiff's bodily injury caused by the alleged sexual misconduct of Newman toward Plaintiff.

39. Plaintiff's claims in his First Amened Petition arise from Plaintiff's bodily injury he alleges he incurred from 2005 to 2008, and from defendants' fraudulent inducement of settlement of those claims by allegedly withholding and misrepresenting information to Plaintiff regarding Newman's activities that have been brought into question by Plaintiff's allegations.

40. If Plaintiff has suffered damages as alleged in its First Amended Petition, such

damages were caused by ACE and not by Kanakuk, who is in no way at fault or liable to Plaintiff.

**COUNT I: BREACH OF CONTRACT**

41. Defendant/Cross-Claimant Kanakuk restates and incorporates all prior allegations as if fully realleged herein.

42. ACE acted in bad faith and breached its obligations under the Policy by refusing to defend and indemnify its insured as required by the Policy. ACE put its interests ahead of Kanakuk's interest in refusing to defend and indemnify Kanakuk.

43. As a direct and proximate result, Kanakuk is damaged by ACE's bad faith refusal to defend and indemnify in that it has incurred and will continue to incur attorney fees in hiring independent counsel to furnish a defense and is damaged by absence of indemnification to which it is entitled should Plaintiff prevail on his claims underlying this suit.

WHEREFORE, Cross-Claimant Kanakuk respectfully requests this court enter judgment against Defendant/Cross-Claim Defendant ACE for actual damages in an amount that is fair and reasonable, to exceed \$25,000, for its costs and expenses incurred herein, and for such other relief as the court deems just and necessary.

**COUNT II: BREACH OF FIDUCIARY DUTY**

44. Defendant/Cross-Claimant Kanakuk restates and incorporates all prior allegations as if fully realleged herein.

45. A fiduciary has a duty to act with good faith and loyalty and to advance the interests of those in which his confidence is placed.

46. At all relevant times, ACE served as general liability insurer to Kanakuk. As such, ACE owes a fiduciary duty to Kanakuk to act in its best interest over any personal interest that it



may have.

47. ACE, as general liability insurer to Kanakuk, breached its fiduciary duty to Kanakuk by placing its individual interests over the interests of Kanakuk by denying coverage wrongfully and in bad faith.

48. ACE, as general liability insurer to Kanakuk has impaired, damaged, and harmed Kanakuk by placing its interests over that of Kanakuk's by failing and refusing to investigate, defend, negotiate, and settle claims against Kanakuk.

WHEREFORE, Cross-Claimant Kanakuk respectfully requests this court enter judgment against Defendant/Cross-Claim Defendant ACE for actual damages in an amount that is fair and reasonable, to exceed \$25,000, for its costs and expenses incurred herein, and for such other relief as the court deems just and necessary.

**COUNT III: BAD FAITH REFUSAL TO DEFEND**

49. Defendant/Cross-Claimant Kanakuk restates and incorporates all prior allegations as if fully realleged herein.

50. Defendant Cross-Claimant ACE has a duty to defend, and duty to act in good faith regarding the settlement of Plaintiff Yandell's claims on behalf of Kanakuk.

51. Defendant Cross-Claimant Kanakuk has demanded that the insurer investigate, defend, and settle the claim brought against it.

52. Defendant/Cross-Claim Defendant ACE refused to investigate, defend, or engage in settlement negotiations with Plaintiff Yandell on behalf of Defendant Kanakuk, including refusal to settle the claim within the liability limits of the policy.

53. In so doing, ACE has intentionally disregarded the financial interest of Kanakuk in the hope of escaping responsibility imposed upon it under the Policy.

54. In so refusing to investigate, defend, engage in settlement negotiations or settle claims on behalf of Kanakuk, ACE has acted and continues to act in bad faith.

WHEREFORE, Cross-Claimant Kanakuk respectfully requests this court enter judgement against Defendant/Cross-Claim Defendant ACE for actual damages in an amount that is fair and reasonable and for all other relief the Court deems just and proper.

#### **COUNT IV: INDEMNITY**

55. Cross-Claimant Kanakuk restates and incorporates all prior allegations as if fully realleged herein.

56. Kanakuk denies that it is liable for any and all claims alleged in Plaintiff's Petition, and specifically denies its conduct directly caused or contributed to cause Plaintiff's alleged damages.

57. If Plaintiff recovers a judgment against Kanakuk for the damages alleged in his Petition, Kanakuk's liability will have been brought about and caused, in whole or in part, by ACE's willful acts and omissions in allegedly fraudulently inducing Plaintiff's settlement, and in denying Kanakuk coverage to which Kanakuk is entitled. Specifically, ACE (1) directed, orchestrated, and controlled settlement negotiations that Plaintiff alleges were fraudulently negotiated, (2) threatened to deny Kanakuk's coverage if Kanakuk revealed information regarding Newman's activities that have been brought into question by Plaintiff's allegations to camp families, and (3) wrongfully denies coverage in the present lawsuit for covered claims arising out of Newman claims and settlement negotiations of the Newman claims.

58. Because ACE's willful conduct, which is the direct and proximate cause of any damages allegedly suffered by Plaintiff arising from fraudulently induced settlement of his claims, Kanakuk is entitled to indemnity in whole or in part from ACE for any damages

recovered by Plaintiff from Kanakuk.

WHEREFORE, if a judgment is entered in favor of Plaintiff against Kanakuk, Kanakuk prays that it may have judgment over and against ACE for the same amount, including amounts in excess of policy limits and attorney fees for defense and prosecution of this matter, and for such other amount as the Court shall adjudge on the basis of the relative responsibility (if any) of Kanakuk for the injuries (if any) of Plaintiff, together with costs.

#### **COUNT V: CONTRIBUTION**

59. Cross-Claimant Kanakuk restates and incorporates all prior allegations as if fully realleged herein.

60. Kanakuk denies that it is liable for any and all claims alleged in Plaintiff's Petition, and specifically denies its conduct directly caused or contributed to cause Plaintiff's alleged damages.

61. If Plaintiff recovers a judgment against Kanakuk for the damages alleged in his Petition, Kanakuk's liability will have been brought about and caused, in whole or in part, by ACE's willful acts and omissions as alleged by Plaintiff. Specifically, ACE (1) directed, orchestrated, and controlled settlement negotiations that Plaintiff alleges were fraudulently negotiated, (2) threatened to deny Kanakuk's coverage if Kanakuk revealed information regarding Newman's activities that have been brought into question by Plaintiff's allegations to camp families, and (3) wrongfully denies coverage in the present lawsuit for covered claims arising out of Newman claims and settlement negotiations of the Newman claims.

62. Because of ACE's conduct, which was the direct and proximate cause of any damages allegedly suffered by Plaintiff during its settlement negotiations, Kanakuk is entitled to a contribution from ACE for the amount of damages caused or contributed to be caused by

ACE's conduct.

63. Thus, if Kanakuk is found liable for any of the damages alleged in Plaintiff's Petition, the comparative fault of ACE must be assessed as well.

WHEREFORE, if a judgment is entered in favor of Plaintiff against Kanakuk, Kanakuk prays that this Court enter its judgment in favor of Kanakuk and against ACE on Kanakuk's cross-claim for contribution to Plaintiff's damages, for that portion of any recovery by Plaintiff against Kanakuk for which ACE is determined to be responsible; in the alternative, for the apportionment of fault against ACE for any damages assessed against Kanakuk; and for such other relief as this Court deems proper.

**JURY DEMAND**

Cross-Claimant Kanakuk demands a trial by jury.

Date: October 27, 2023

Respectfully submitted,

*/s/ Douglas E. Schmidt*

Douglas E. Schmidt MO #34266

Jennifer H. Salva MO #73184

KUCKELMAN TORLINE KIRKLAND

10740 Nall Ave., Suite 250

Overland Park, KS 66211

(913) 948-8610 (phone)

(913) 948-8611 (fax)

[dschmidt@ktk-law.com](mailto:dschmidt@ktk-law.com)

[jsalva@ktk-law.com](mailto:jsalva@ktk-law.com)

*Attorneys for Defendants/Cross-claimants Kanakuk Heritage, Inc., Kanakuk Ministries, and Joe White*

**CERTIFICATE OF SERVICE**

I hereby certify that the undersigned served a true and correct copy of the foregoing document on counsel of record via the Court's electronic filing system on October 27, 2023.

*/s/ Douglas E. Schmidt*  
*Attorney for Defendants/Cross-claimants*  
*Kanakuk Heritage, Inc., Kanakuk*  
*Ministries, and Joe White*

# **EXHIBIT**

# **A**

**IN THE CIRCUIT COURT OF CHRISTIAN COUNTY, MISSOURI**

LOGAN YANDELL,	)	
	)	
Plaintiff,	)	Case No. 23CT-CC00088
v.	)	
	)	
KANAKUK HERITAGE, INC.,	)	Plaintiff Demands Trial by Jury
	)	
and	)	
	)	
KANAKUK MINISTRIES,	)	
	)	
and	)	
	)	
JOE WHITE,	)	
	)	
and	)	
	)	
ACE AMERICAN INSURANCE COMPANY,	)	
	)	
and	)	
	)	
JOHN DOE,	)	
	)	
Defendants.	)	

**FIRST AMENDED PETITION FOR DAMAGES**

COMES NOW Plaintiff, Logan Yandell, by and through undersigned counsel, for his Petition for Damages against Defendants Kanakuk Heritage, Kanakuk Ministries, Joe White, ACE American Insurance Company, and John Doe, states and alleges as follows:

**PARTIES**

1. Plaintiff Logan Yandell (hereinafter “Plaintiff”) was at all times relevant herein, an individual citizen and resident of Sumner County, Tennessee.
2. Defendant Kanakuk Heritage, Inc. (hereinafter “Kanakuk Heritage”) is a Missouri corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities. At

all times relevant to this Petition, Kanakuk Heritage was not a church or a religious organization. Kanakuk Heritage can be served through its registered agent at the address listed above.

3. Defendant Kanakuk Ministries is a Missouri non-profit corporation and is the surviving corporation and/or owner of all predecessor Kanakuk entities. At all times relevant to this Petition, Kanakuk Ministries was not a church or a religious organization. Kanakuk Ministries can be served through its registered agent at the address listed above.

4. Defendant Joe White is an individual resident and citizen of the State of Missouri. At all times relevant to this Petition, Joe White served as President of Defendants Kanakuk Heritage and Kanakuk Ministries. Joe White can be served at the address listed above.

5. Kanakuk Heritage, Kanakuk Ministries, and Joe White may be collectively referred to herein as the “Kanakuk Defendants.”

6. Defendant ACE American Insurance Company is a Pennsylvania corporation licensed to do business in Missouri through the Missouri Department of Insurance. At all times relevant to this Petition, ACE American Insurance Company was the insurance carrier for the Kanakuk Defendants that issued the policies and negotiated, settled, and paid the underlying claim. Consequently, ACE American Insurance Company will be referred to hereinafter as “Defendant ACE.”

7. All defendants, including Defendant ACE, may be collectively referred to herein as “Defendants.”

### **JURISDICTION AND VENUE**

8. This Court has jurisdiction over the causes of action asserted herein and over the parties to this action. Plaintiff asserts claims under Missouri common law. This Court has jurisdiction because Defendants Kanakuk Heritage and Kanakuk Ministries are Missouri



corporations, who are registered and transact business in this State. Defendant Joe White is a citizen of the State of Missouri. Defendant ACE, although a Pennsylvania corporation, is licensed to do business in Missouri and registered with the Missouri Department of Insurance. Together, Defendants committed tortious acts in the State of Missouri.

9. Venue is proper in Taney County under RSMo. § 508.010, because Plaintiff was first injured in Branson, Taney County, Missouri. On April 25, 2023, this cause was transferred to Christian County, Missouri.

### **FRAUD**

(Against all Defendants)

10. At all times relevant to this Petition, the Kanakuk Defendants owned and operated residence camps for children known as “Kanakuk Kamps” where children would come sleep and attend camp activities for periods of time ranging from one to three weeks.

11. Kanakuk Kamps include, but are not limited to, K-1, K-2, and K-Kountry.

12. In 1995, the Kanakuk Defendants hired and retained Peter Newman (hereinafter referred to as “Newman”) in the position of counselor.

13. At all times relevant to this Petition, Newman was an employee of Defendants.

14. From 1997 to 2005, William Cunningham (hereinafter “Cunningham”) was Director of K-Kountry. ***See Ex. A, Affidavit of William Cunningham.***

15. During the same time period, Cunningham was the direct supervisor of Newman.

***Id.***

16. During the time Newman was a Kanakuk employee, he was a serial abuser and used his position at Kanakuk to sexually abuse numerous children.

17. The Kanakuk Defendants structured Kanakuk Kamps so that Kamp staff, including Newman, would continue Kamp-sponsored and sanctioned communications with “kampers” after the “kampers” returned home from summer residential camp in Missouri.

18. During Newman’s employment, the Kanakuk Defendants encouraged, allowed, and controlled Newman’s “extra kamp ministry,” which consisted of Newman interacting with children and recruiting them to attend Kanakuk Kamps during sponsored events, such as small group Bible studies, lunches at children’s schools, club activities, leadership activities, small group activities, para-Kamp activities, and Winter Trail among other things.

19. The Kanakuk Defendants encouraged, allowed, and controlled Newman’s “extra kamp” and “para kamp” activities, which consisted of off campus high school activities, off campus junior high activities, and showing up at campers’ homes.

20. In 1999, a camper’s parent notified the Kanakuk Defendants that Newman had participated in activities with several young boys while nude, including swimming in the lake and four-wheeling. **Ex. A.**

21. At that time, or just after, Cunningham, in his capacity as supervisor and employee, was told of the complaints against Newman. **Id.**

22. The Kanakuk Defendants told Cunningham that Kanakuk leadership reported Newman’s sexual misconduct to the Taney County District Attorney’s office. **Id.**

23. At that time, the Kanakuk Defendants knew, or should have known, that Newman was committing crimes of sexual misconduct and engaging in illegal behavior with children.

24. On July 6, 2001, Cunningham sent Newman a letter warning him to stop sleeping alone with children.

25. In 2003, the Kanakuk Defendants received new reports of Newman engaging in sexual misconduct with children, including swimming and playing basketball nude with children at Defendants' K-2 property. **Ex. A.**

26. That same year, a concerned parent suspected and reported Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming, "I never want to see Pete again."

27. Due to the number of complaints regarding Newman's sexual misconduct with children, Cunningham reprimanded Newman and dismissed him from participating in the 2003 Summer Leadership Weekend. **Id.**

28. The Kanakuk Defendants also reached out to the Smalley Center to discuss Newman's sexual misconduct with children and to set up a potential evaluation of Newman.

29. Additionally, Cunningham recommended to the Kanakuk Defendants that Newman's employment be terminated. **Id.**

30. The Kanakuk Defendants, and specifically Defendant White, were the only ones with the authority to terminate Newman's position. **Id.**

31. Rather than terminating Newman, however, the Kanakuk Defendants allowed Newman to serve as Assistant Director at K-Kountry in 2003.

32. In 2005, the Kanakuk Defendants promoted Newman to Director of K-Kountry.

33. Then in 2006, an alarmed father contacted the Kanakuk Defendants, claiming Newman kept making late night calls and texts to his son.

34. Also in 2006, Defendant White learned that Newman was "ministering" to children in his hot tub on a nightly basis. Newman's wife also expressed concerns to Defendant White about this practice. Defendant White felt this was enough of a problem to issue a corrective action.

The correction, however, was not to prohibit the hot tub encounters, but merely an encouragement to Newman to reassess the amount of time he was spending with his family.

35. That same year, a female camper reported to her mother, after her K-Kountry term, that she witnessed Newman's inappropriate behavior with a boy camper. The mother reported this to the Kanakuk Defendants, who said they would investigate the matter. The Kanakuk Defendants later responded that they had looked into the incident and that the female camper who reported this incident wasn't athletic nor godly enough to be a fit for Kanakuk, and she should not return to camp.

36. Newman remained in the position of Director of K-Kountry until 2009, when he confessed to crimes against children. In 2010, Newman received a double life sentence plus thirty years for sexually abusing Kanakuk attendees, which is believed to be in the hundreds.

37. On information and belief, it is now known that the Kanakuk Defendants actively concealed the reports of Newman's sexual misconduct with minor children.

38. Plaintiff attended Kanakuk from ages 8 to 15 where he was introduced to Newman, groomed by Newman, and ultimately sexually abused by Newman from approximately 2005 to 2008.

39. Shortly after Newman's conviction in 2009, Defendants induced and paid Plaintiff, and his parents, to settle his claims against the Kanakuk Defendants for a confidential amount and enter into a non-disclosure agreement on or around July 2010 (hereinafter "settlement agreement").

40. At all times relevant, Defendant ACE was the insurance carrier that issued the policies to the Kanakuk Defendants.

41. Defendant ACE was in charge of settlement negotiations, and ultimately paid the underlying claim with Plaintiff and his parents.

42. Defendant ACE authorized Defendant Joe White and the other Kanakuk Defendants to provide information to Plaintiff and his parents to reach a settlement.

43. As part of those negotiations, Plaintiff and his parents asked all Defendants whether they knew of prior sexual misconduct by Newman.

44. On behalf of all Defendants, Defendant Joe White represented to Plaintiff and his parents that Newman committed isolated incidents of sexual misconduct and that Defendants had no prior knowledge of any sexual misconduct committed by Newman. **See Ex. B, Affidavit of Christa Yandell; Ex. C, Affidavit of Greg Yandell.**

45. When making those representations, Defendant Joe White was acting in his capacity as president of Kanakuk Heritage and Kanakuk Ministries and in his capacity as an agent for Defendant ACE in the settlement negotiations.

46. Plaintiff reasonably relied on Defendant Joe White's representations regarding Defendants' prior knowledge and notice of sexual misconduct committed by Newman. **Ex. B and Ex. C.**

47. The representations made by Defendants leading up to, and at the time of, the settlement agreement with Plaintiff were material to Plaintiff's decision to settle his claims against the Kanakuk Defendants. ***Id.***

48. The representations made by Defendants regarding their prior knowledge of Newman's sexual misconduct were false.

49. Defendants knew, or should have known, that their representations regarding prior knowledge of Newman's sexual misconduct were false.

50. Defendant ACE benefited from Defendant Joe White's representations, which induced Plaintiff and his parents to settle his claims.

51. Further, Defendant ACE's acts and/or omissions directly caused, or directly contributed to cause, Plaintiff to be induced to settle his claims against the Kanakuk Defendants, in one or more of the following respects, to wit:

- a. knowingly misrepresenting, failing to disclose, and/or concealing relevant facts to Plaintiff and/or his parents,
- b. failing to adopt, implement, and/or follow reasonable standards for the prompt and full investigation and settlement of claims, including Plaintiff's claims,
- c. failing to effectuate the prompt, fair, and equitable settlement of claims, including Plaintiff's claim,
- d. failing to acknowledge with reasonable promptness pertinent communications and/or facts with respect to claims arising under its policies, including Plaintiff's claim,
- e. authorizing and/or empowering Defendant Joe White, and other Kanakuk Defendants, to make representations bearing on settlement to Plaintiff and his parents, and/or
- f. failing to confirm the truth of such representations made by Defendant Joe White, and other Kanakuk Defendants, to Plaintiff and his parents.

52. In conjunction, Defendants actively concealed facts regarding Newman's sexual misconduct with children, including, to wit:

- a. the Kanakuk Defendants knew, as early as 1999, that Newman was swimming and four-wheeling nude with young boys,

- b. the Kanakuk Defendants knew that Cunningham sent Newman a letter warning him to stop sleeping alone with children on July 6, 2001,
- c. in 2003, the Kanakuk Defendants knew that Newman was swimming and playing basketball nude with young boys,
- d. in 2003, the Kanakuk Defendants knew that a parent suspected and reported Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming "I never want to see Pete again,"
- e. Cunningham told the Kanakuk Defendants to terminate Newman as early as 2003,
- f. in 2006, the Kanakuk Defendants knew Newman was making late night calls and texts to a camper,
- g. the Kanakuk Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis, and
- h. in 2006, a female camper reported to the Kanakuk Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.

53. Since 2010, victims and survivors of Newman, like Plaintiff, have been settling cases against the Kanakuk Defendants without knowing the true facts regarding Defendants' active misrepresentations and concealment of Newman's sexual misconduct.

54. In December 2021, however, Plaintiff discovered the falsity of Defendants' representations regarding their prior knowledge of the true scope and scale of Newman's sexual misconduct.

55. Plaintiff would not have agreed to the settlement and non-disclosure agreement but for the false and material misrepresentations made by Defendants regarding their knowledge of Newman's sexual misconduct with young boys. **Ex. B and Ex. C.**

56. As a direct and proximate result of Defendants' false and material misrepresentations and Plaintiff's reliance on Defendants' misrepresentations, causing him to enter into the settlement and non-disclosure agreement, Plaintiff suffered damages in an amount equal to the difference between the settlement amount of the settlement agreement and what Plaintiff could have reasonably recovered, by way of judgment or settlement, but for Defendants' fraud.

57. Plaintiff is bringing this civil action to recover compensatory damages resulting from Defendants' fraud.

WHEREFORE, Plaintiff prays for Judgment against Defendants, for such damages that are fair and reasonable in excess of twenty-five thousand dollars (\$25,000.00) as determined by the jury at trial, for interest and costs incurred, and for such further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

58. Plaintiff demands a trial by jury on all issues triable in this case.



Respectfully submitted,

MONSEES & MAYER, P.C.

BY /s/ ROBERT A. THRASHER  
ROBERT A. THRASHER, #65231  
PHILLIP R. MARTENS, #69213  
DAVID M. MAYER, #40861  
RYAN D. FRAZIER, #69081  
4717 Grand, Suite 820  
Kansas City, Missouri 64112  
(816) 361-5550  
[rthrasher@monseesmayer.com](mailto:rthrasher@monseesmayer.com)  
[rmartens@monseesmayer.com](mailto:rmartens@monseesmayer.com)  
[dmayer@monseesmayer.com](mailto:dmayer@monseesmayer.com)  
[rfrazier@monseesmayer.com](mailto:rfrazier@monseesmayer.com)

and

LAFFEY, BUCCI, & KENT, LLP

BY /s/ Brian D. Kent  
BRIAN D. KENT, *admitted pro hac vice*  
GAETANO D'ANDREA, *admitted pro hac vice*  
JILLIAN P. ROTH, *admitted pro hac vice*  
MICHAEL J. MCFARLAND, *admitted pro hac vice*  
1100 Ludlow Street, Suite 300  
Philadelphia, Pennsylvania  
(215) 399-9255  
[bkent@laffeybuccikent.com](mailto:bkent@laffeybuccikent.com)  
[gdandrea@laffeybuccikent.com](mailto:gdandrea@laffeybuccikent.com)  
[jroth@laffeybuccikent.com](mailto:jroth@laffeybuccikent.com)  
[mmcfarland@laffeybuccikent.com](mailto:mmcfarland@laffeybuccikent.com)

**ATTORNEYS FOR PLAINTIFF**

**AFFIDAVIT OF WILLIAM CUNNINGHAM**

STATE OF ARKANSAS            )  
  )ss  
COUNTY OF WHITE            )

I, William Cunningham, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is William Cunningham and I am 63 years old. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

2. From 1997-2010, I was employed by Kanakuk Kamps (hereinafter "Employer"), based in Branson, Missouri.

3. Specifically, from 1997-2005, I was employed as Director of K-Kountry, Employer's camp for youth ages 7-11. From 1997-2005, I was the direct supervisor of Peter Newman (hereinafter "Newman").

4. In 1999, in my capacity as supervisor and employee, I was brought into a meeting with Executive Director of Personnel, and my supervisor, Kris Cooper. In that meeting, I learned that Newman participated in activities with at least one young boy while nude, including four-wheeling (hereinafter referred to generally as "Nude Activity").

5. I was told by my superiors that someone in Kanakuk leadership had reported the Nude Activity to the Taney County District Attorney's office.

6. In 2003, I received additional reports of Newman's Nude Activity with children. These Nude Activity incidents involved swimming and playing basketball on or near the camp's K-2 property.

7. As a result of the second reported Nude Activity, I told Newman not to attend the 2003 Summer Leadership Weekend and recommended to my Employer that Newman's employment be terminated.

8. I believe that Employer CEO, Joe White, was the only member of Employer's management team who had authority to terminate Assistant Director and Director-level employees, which included Newman.

9. Rather than accept my recommendation to terminate Newman in 2003, Newman was allowed to remain Assistant Director at K-Kountry. I learned of this decision a few days before campers arrived for summer camp sessions so I felt as if I were forced to proceed with supervising Assistant Director Newman whose termination I had recommended.

10. When I became a director of another Kanakuk location in 2005, Newman was elevated to Director of K-Kountry.

11. I resigned my employment with Employer in 2010.

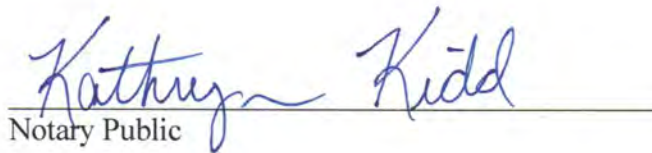
12. In 2021 and 2022, I reviewed deposition excerpts from various proceedings related to Newman's sexual abuse of minors. To the extent that their testimony indicates that I am trained to identify sexual predators, it is false. My training is as a marriage counselor, and I had no training in the identification of pedophiles. To the extent that their testimony indicates that I did not recommend Newman's termination, it is false. I recommended Newman's termination in 2003.

13. On information and belief, my recommendation to terminate Newman in 2003, based upon Nude Activity incidents reported to Employer in 1999 and 2003, was not made public until 2021.

FURTHER AFFIANT SAYETH NAUGHT

  
WILLIAM CUNNINGHAM

Subscribed and sworn to before me this 10 day of October, 2022.

  
Notary Public

My Commission Expires:

December 9, 2030



**AFFIDAVIT OF CHRISTA YANDELL**

STATE OF TENNESSEE            )  
  )ss  
COUNTY OF SUMNER            )

I, Christa Yandell, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is Christa Yandell, and I am 55 years old. I am the natural mother of Logan Yandell. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

2. Following Pete Newman’s conviction in 2009, Kanakuk Kamps, and its insurer, initiated negotiations to settle our son’s claims against Kanakuk arising from the sexual abuse committed on him by Pete Newman from ages 9 to 13.

3. During these settlement negotiations, Kanakuk Kamps, including Joe White, represented that Newman had committed isolated incidents of sexual misconduct and that some of the incidents involved our son.

4. Kanakuk Kamps, and Joe White, represented that it was not aware of any prior sexual misconduct committed by Newman.

5. I, along with my husband, reasonably relied on Kanakuk and White’s representations regarding its prior knowledge and notice of sexual misconduct committed by Newman in deciding whether settlement was in the best interests of our son.

6. The representations made by Kanakuk and White leading up to, and at the time, of the settlement agreement were material to our decision to settle Logan’s claims against Kanakuk.

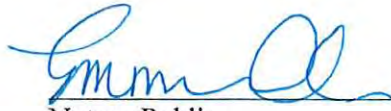
7. In December 2021, we discovered that Kanakuk and White’s representations regarding prior knowledge of Newman’s sexual misconduct were false, including specifically that:

- a. Defendants knew, as early as 1999, that Newman was swimming and four-wheeling nude with young boys;
  - b. Defendants knew that Cunningham sent Newman a letter warning him to stop sleeping alone with children on July 6, 2001;
  - c. In 2003, Defendants knew that Newman was swimming and playing basketball nude with young boys;
  - d. In 2003, Defendants knew that a concerned parent suspected Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming "I never want to see Pete again";
  - e. Cunningham told Defendants to terminate Newman as early as 2003;
  - f. In 2006, Defendants knew Newman was making late night calls and texts to a camper;
  - g. Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis; and
  - h. In 2006, a female camper reported to Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.
8. We would not have agreed to the settlement agreement on behalf of our son but for the false and material misrepresentations made by Kanakuk and White regarding its knowledge of Newman's sexual misconduct with young boys

FURTHER AFFIANT SAYETH NAUGHT

  
\_\_\_\_\_  
CHRISTA YANDELL

Subscribed and sworn to before me this 21<sup>st</sup> day of October, 2022.



Notary Public



My Commission Expires:

August 19, 2026

**AFFIDAVIT OF GREG YANDELL**

STATE OF TENNESSEE            )  
  )ss  
COUNTY OF SUMNER            )

I, Greg Yandell, of lawful age, being first duly sworn upon his oath, allege and state as follows:

1. My name is Greg Yandell, and I am 57 years old. I am the natural father of Logan Yandell. The facts contained in this Affidavit are within my personal knowledge and are true and correct.

2. Following Pete Newman’s conviction in 2009, Kanakuk Kamps, and its insurer, initiated negotiations to settle our son’s claims against Kanakuk arising from the sexual abuse committed on him by Pete Newman from ages 9 to 13.

3. During these settlement negotiations, Kanakuk Kamps, including Joe White, represented that Newman had committed isolated incidents of sexual misconduct and that some of the incidents involved our son.

4. Kanakuk Kamps, and Joe White, represented that it was not aware of any prior sexual misconduct committed by Newman.

5. I, along with my wife, reasonably relied on Kanakuk and White’s representations regarding its prior knowledge and notice of sexual misconduct committed by Newman in deciding whether settlement was in the best interests of our son.

6. The representations made by Kanakuk and White leading up to, and at the time, of the settlement agreement were material to our decision to settle Logan’s claims against Kanakuk.

7. In December 2021, we discovered that Kanakuk and White’s representations regarding prior knowledge of Newman’s sexual misconduct were false, including specifically that:

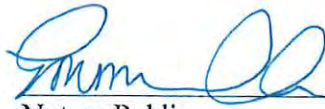


- a. Defendants knew, as early as 1999, that Newman was swimming and four-wheeling nude with young boys;
  - b. Defendants knew that Cunningham sent Newman a letter warning him to stop sleeping alone with children on July 6, 2001;
  - c. In 2003, Defendants knew that Newman was swimming and playing basketball nude with young boys;
  - d. In 2003, Defendants knew that a concerned parent suspected Newman of exhibiting unusual/sexual behavior toward her son at a father-son retreat after witnessing her son throw away his jeans after the retreat and proclaiming "I never want to see Pete again";
  - e. Cunningham told Defendants to terminate Newman as early as 2003;
  - f. In 2006, Defendants knew Newman was making late night calls and texts to a camper;
  - g. Defendants knew, as early as 2006, that Newman was "ministering" to children in his hot tub on a nightly basis; and
  - h. In 2006, a female camper reported to Defendants that she had witnessed Newman's inappropriate behavior with a boy camper.
8. We would not have agreed to the settlement agreement on behalf of our son but for the false and material misrepresentations made by Kanakuk and White regarding its knowledge of Newman's sexual misconduct with young boys.

FURTHER AFFIANT SAYETH NAUGHT

  
\_\_\_\_\_  
GREG YANDELL

Subscribed and sworn to before me this 21<sup>st</sup> day of October, 2022.



Notary Public



My Commission Expires:

August 19, 2026

# **EXHIBIT**

# **B**

**Ace American Insurance Company**

**General Liability Policy**

**05/01/04 to 05/01/05**





ACE USA

# DECLARATIONS

**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
1601 CHESTNUT STREET, P.O. BOX 41484  
PHILADELPHIA, PA 19101-1484

**Policy ID : G2 17 46 40 A**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.  
KUKORP, LLC., CHRISTIAN CHILDRENS CHARITY  
1353 LAKESHORE DRIVE  
BRANSON, MO 656169470

**Marketing Office :** SPECIALTY PROGRAMS

**Policy is :** NEW BUSINESS

**Named Insured is :** CORPORATION

**Policy Period :** From 05/01/2004 To 05/01/2005, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

---

### PREMIUM PAYMENT CONDITIONS

---

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	05/01/2004 of	\$47,970
Payment Due	07/01/2004 of	\$37,310
Payment Due	10/01/2004 of	\$37,310
Payment Due	01/01/2005 of	\$37,310
Total Payment .....		\$159,900

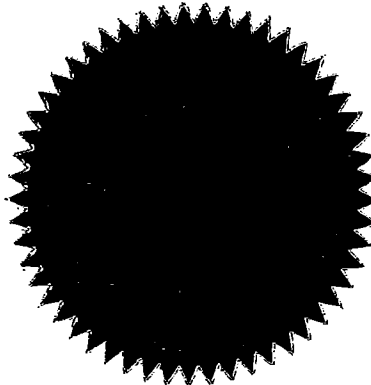
---

### SUMMARY OF COVERAGES

---

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM



# MISSOURI CHANGES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL PROPERTY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
(Advantage Series Only)  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

The section titled OUR CANCELLATION under 3. CANCELLATION AND CHANGE in the COMMON POLICY CONDITIONS is deleted and replaced with the following:

### OUR CANCELLATION

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
2. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - A. Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy.
  - B. Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - C. We become insolvent; or,
  - D. We involuntarily lose reinsurance for this policy.
3. 60 days before the effective date of cancellation if we cancel for any other reason.

We will then refund any unearned portion of the premium you paid, on a pro rata basis.

We may refund the unearned premium at the time of cancellation or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as provided above.

### NONRENEWAL

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

**LIABILITY COVERAGES**

	<u>Limits</u>
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate.....	\$2,000,000
Personal & Advertising Injury .....	\$1,000,000
Each Occurrence.....	\$1,000,000
Damage to Premises Rented to You Limit.....	\$100,000
Medical Expense (Any One Person or Organization).....	\$5,000

**ADDITIONAL LIABILITY COVERAGES**

**ABUSE AND MOLESTATION (LD4Y64A)**

Each Act : \$1,000,000 Aggregate : \$2,000,000

**EMPLOYEE BENEFITS LIABILITY (LD9863)**

Retroactive Date : 05/01/2004 Each Claim : \$1,000,000 Aggregate : \$2,000,000

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 CHISOLM ELEMENTARY ATTN: LAURI SULLIVAN  
 2300 SE 33RD  
 EDMOND, OK 73013 ✓  
 THE EMPIRE DISTRICT ELECTRIC CO  
 602 JOPLIN STREET  
 JOPLIN, MO 64801

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 MOUNTAIN STATES CONSTRUCTORS. ATTN: STEVE & JOLEEN BENOIT ✓  
 8500 MENAUI BLVD., NE SUITE A-125  
 ALBUQUERQUE, NM 87112

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 SHAWNEE MISSION NORTH HIGH SCHOOL, ATTN: PEGGY RICHARDSON ✓  
 7401 JOHNSON DR  
 KANSAS CITY, MO 66208-4215

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 NEIGHBORHOOD CHAPEL ✓  
 1803 TIMBERLAKE RD  
 BRANSON, MO 65616

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 PHILLIP D & MICHELLE SWATZELL ✓  
 155 WOODLEY ROAD  
 WINNETKA, IL 60093

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 SHELL KNOB ELEMENTARY SCHOOL, ATTN: SUPERINTENDENT ✓  
 PO BPX 227  
 SHELL KNOB, MO 65747

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 STATE OF COLORADO OFFICE OF OUTFITTERS REGISTRATION ✓  
 1560 BROADWAY, SUITE 1340  
 DENVER, CO 80202  
 U.S. DEPT. OF AGRICULTURE, SAN JUAN NATIONAL FOREST BAYFIELD OFFICE ✓  
 PO BOX 439  
 BAYFIELD, CO 81122  
 CITY OF DURANGO ✓  
 949 EAST 2ND AVE ✓  
 DURANGO, CO 81309  
 COLORADO DIVISION OF PARKS ✓  
 13787 SOUTH HIGHWAY 85 ✓  
 LITTLETOWN, CO80126  
 PROMISE KEEPERS EXHIBIT COORDINATION ✓  
 4045 PECOS STREET ✓  
 DENVER, CO 80211

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :

Name Of Person Or Organization (ADDITIONAL INSURED)  
 REX KILBOURNE  
 PO BOX 100, 6133 KILBOURNE  
 NEAVITT, MD 21652-0100 ✓  
 Designation of Premises (PART LEASED TO YOU).  
 010 CAVE@SEC27 RANGE 26W,TOWNSHIP 21  
 EUREKA,MO 63025  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :

Name Of Person Or Organization (ADDITIONAL INSURED)  
 Designation of Premises (PART LEASED TO YOU).  
 011 BULL CREEK, ORCHARD LANE  
 ROCKAWAY BEACH,MO 65740  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :

Name Of Person Or Organization (ADDITIONAL INSURED)  
 Designation of Premises (PART LEASED TO YOU).  
 012 MARTINS POINT, 340 LAKEVIEW ST  
 HOLLISTER,MO 65672  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :

Name Of Person Or Organization (ADDITIONAL INSURED)  
 MYRON MCKEE  
 ROUTE 1 BOX 4560  
 DORA, MO 65637  
 Designation of Premises (PART LEASED TO YOU).  
 013 NORTHFORK, ROUTE 1, BOX 4560  
 DORA,MO 65637  
 CAMP PROGRAM SITE



**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 SECRETARY OF THE ARMY, U.S. CORPS OF ENGINEERS, DISTR. ENG  
 LITTLE ROCK DICTRICT, BOX 867  
 LITTLE ROCK, AR 72203-0867  
 Designation of Premises (PART LEASED TO YOU).  
 014 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON, AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE  
 PO BOX 1172  
 HARRISON, AR 72602-1173  
 Designation of Premises (PART LEASED TO YOU).  
 014 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON, AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ENCHANTED FOREST, ATTN: ROBERT GIRKIN  
 PO BOX 635  
 EUREKA SPRINGS, AR 72631  
 Designation of Premises (PART LEASED TO YOU).  
 014 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON, AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 HONEYSUCKEL INN, ATTN: RYAN RICHARDSON  
 3598 SHEPHERD OF THE HILL EXPRESSWAY  
 BRANSON, MO 65616  
 Designation of Premises (PART LEASED TO YOU).  
 015 K-WET, TABLE ROCK LANE  
 LAMPE, MO 65681  
 CAMP PROGRAM SITE

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

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

ALL OWNED WATERCRAFT UNDER 26 FT.

**Additional Premium:**

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

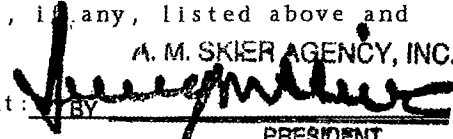
1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

FORMS AND ENDORSEMENT LISTING

KK9459C	MISSOURI CHANGES
CG24121185	ALL OWNED WATERCRAFT UNDER 26 FEET
LD3R16	- EXCLUSION-ASBESTOS
LD9863	EMPLOYEE BENEFITS LIABILITY END.
CG00011001	COMM GENERAL LIABILITY COV. FORM
CG00621202	WAR LIABILITY EXCLUSION-
CG01340803	CHANGES POLLUTION EXCLUSION- MISSOURI
CG01350803	CHANGES GASOLINE RISKS POLLUTION EXCLUSION- MISSOURI
CG01881093	AR CHANGES-LOSS INFORMATION
CG21470798	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21670402	FUNGI OR BACTERIA EXCLUSION
CG21690102	WAR OR TERRORISM EXCLUSION
CG21721202	NUCL; BIOLOG OR CHEM TERR EXCL (OTHER THAN CERT ACT OF TERR)
CG26501298	MISSOURI CHANGES-MEDICAL PAYMENTS
IL00171198	COMMON POLICY CONDITIONS
IL00210702	BROAD FORM NUCLEAR ENERGY EXCL ENDT
IL01990702	ARKANSAS CHANGES-TRANSFER OF RIGHTS
IL02280702	CANCELLATION & COVERAGE CHANGE ENDT. CO
IL02310702	AR CHANGES
IL02740300	MO CHANGES-CANCELLATION & NONRENEWAL
LD11544	EXCLUSION - MEDICAL PAYMENTS TO CAMPERS
LD11545	CAMP PROFESSIONAL HEALTH CARE COVERAGE
LD11568	POLICYHOLDER NOTICE
LD4S35	EXCLUSION - LEAD
LD4Y64A	ABUSE AND MOLESTATION ENDORSEMENT
LD4241A	ADDL INS-SPEC EMP PROF HEALTH CARE SER
LD7X82	POLLUTION EXCL-EXCPT FOR BLDGE HEATING E
LD7Y68	NOTICE TO POLICYHOLDERS
LD9Z24	ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L
LD9Z27	ADDITIONAL INS MANAGERS OR LESSORS OF PREMIS - S&L
CG02100987	AR CHANGES-CANCELLATION
MO2C57D	RESIDENT AGENT COUNTERSIGNATURE ENDT
ALL1S96	NOTICE TO OUR POLICYHOLDERS
ALL5X45	QUESTIONS ABOUT INSURANCE
TRIA110103	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERA

This Declaration, and the Coverage Forms(s) and Endorsements, if any, listed above and included, complete this policy.

Countersigned At: A.M. SKIER AGENCY, INC.  
Date: 209 MAIN AVENUE  
HAWLEY, PA 18428

Authorized Agent: BY   
PRESIDENT  
A. M. SKIER AGENCY, INC.

---

**SCHEDULE OF LOCATIONS**


---

<u>Location</u>	<u>Address/Description</u>
001	1353-1355 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K1
002	20 K2 DRIVE LAMPE, MO 65681 CAMP K2
003	793 K WEST DRIVE LAMPE, MO 65681 CAMP K3
004	967 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K4
005	364 K-SEVEN DRIVE LAMPE, MO 65681 CAMP K7
006	1380 ETERNITY LANE SHELL KNOB, MO 65747 CAMP K KLASSIC
007	9858 COUNTRY ROAD 501 BAYFIELD, CO 81122 CAMP K COLORADO
008	863 LAKESHORE DRIVE BRANSON, MO 65616 DWELLING LRO
009	844 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K GOLF
010	CAVE@SEC27 RANGE 26W,TOWNSHIP 21 EUREKA, MO 63025 CAMP PROGRAM SITE
011	BULL CREEK, ORCHARD LANE ROCKAWAY BEACH, MO 65740 CAMP PROGRAM SITE
012	MARTINS POINT, 340 LAKEVIEW ST HOLLISTER, MO 65672 CAMP PROGRAM SITE
013	NORTHFORK, ROUTE 1, BOX 4560 DORA, MO 65637 CAMP PROGRAM SITE
014	K-WILD, BUFFALO NATIONAL RIVER HARRISON, AR 72601 CAMP PROGRAM SITE
015	K-WET, TABLE ROCK LANE LAMPE, MO 65681 CAMP PROGRAM SITE

**EXCLUSION — ASBESTOS**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

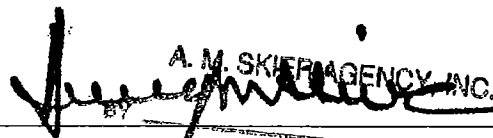
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

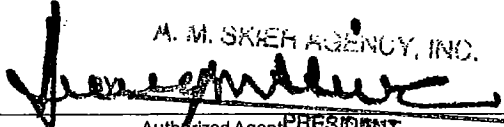
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- FARM COVERAGE FORM**
- LIQUOR LIABILITY COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- POLLUTION LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

  
BY \_\_\_\_\_  
A. M. SKIER AGENCY, INC.  
Authorized Agent **PRESIDENT**

**EXTENDED REPORTING PERIOD**

1. We will automatically provide an Extended Reporting Period as described in paragraphs 2. and 3. below if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown on this endorsement; or
    - (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.  
Once in effect, the Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.  
The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

  
A. M. SKIER AGENCY, INC.  
Authorized Agent PRESIDENT

# 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 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:
  - (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 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.

### 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 only if you are in the business of manufacturing, distributing, 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:

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

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 from equipment used to heat that building;
    - (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 the operation of any of the 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" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

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

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

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

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Prior To Policy Period

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

### d. Criminal Acts

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

### e. Contractual Liability

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

### f. Breach Of Contract

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

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

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

### h. Wrong Description Of Prices

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

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

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

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

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

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (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.

**I. 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 or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (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".

**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:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) 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 taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**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 costs taxed against the insured in the "suit".
- 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED****1. If you are designated in the Declarations as:**

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

**2. Each of the following is also an insured:**

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

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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
  - (d) 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.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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.

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:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations 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 land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "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:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in a. above;
    - The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - "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 a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 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 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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:
- 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;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - 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 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 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.

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.

## WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- i. War**
- "Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:
- (1) War, including undeclared or civil war; or
  - (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.
- 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:
- WAR**
- "Personal and advertising injury", however caused, arising, directly or indirectly, out of:
- a. War, including undeclared or civil war; or
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- C. Exclusion h. under Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** does not apply. Medical payments due to war are now subject to Exclusion g. of Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments** since "bodily injury" arising out of war is now excluded under Coverage A.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – GASOLINE RISKS – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

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

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

- A. Condition 10. Your Right to Claim and "Occurrence" Information of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:

#### 10. Your Right to Claim and "Occurrence" Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received. We will also include any estimated reserves on reported "occurrences".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "occurrence", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

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

- B. Paragraph 5. of SECTION V - EXTENDED REPORTING PERIODS is replaced by the following:

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. of SECTION V - EXTENDED REPORTING PERIODS, ends.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

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

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



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

# EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.**

#### LIMITS OF INSURANCE

Each Claim Limit	\$ 1,000,000
Aggregate Limit	\$ 2,000,000
Retroactive Date	5/1/2004

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

#### INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

#### WHO IS AN INSURED

With respect to this endorsement, Section II— Who Is An Insured is modified to include employees only while authorized to act in the "administration" of your "employee benefits" programs.

#### EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

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

any failure of stock to perform as represented by you;

any advice given by you to your employees to participate or not to participate in stock subscription plans; or

any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) or Section 9319 of the Omnibus Budget Reconciliation Act of 1986 (Public Law 99-509) or any amendments to these Acts.

### **LIMITS OF INSURANCE**

The Limits of Insurance shown in the Schedule of this endorsement and the rules below, fix the most we will pay regardless of the number of:

Insureds;

Claims made or "suits" brought; or

Persons or organizations making claims or bringing "suits."

The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement.

The Each Claim Limit is the most we will pay for damages arising out of any one claim or "suit."

The Limits of Insurance 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.

### **SPECIAL DEDUCTIBLE**

A Special Deductible in the amount of \$1,000 applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

### **ADDITIONAL DEFINITIONS**

The following additional definitions are added to Section V - Definitions:

"Employee benefits" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program.

"Administration" means any of the following acts that you do or authorize a person to do:

Counseling employees, other than giving legal advice, on "employee benefits" programs;

Interpreting your "employee benefits" programs;

Handling records for your "employee benefits" programs; and

Effecting enrollment, termination or cancellation of employees under your "employee benefits" programs.

"Administration" does not include:

The failure of performance of any contract by any insurer;

The failure of any investment plan to perform as represented by an insured;

The inability of "employee benefit" programs to meet their obligation due to insolvency.

**ADDITIONAL INSURED - SPECIFIED EMPLOYEES  
PROFESSIONAL HEALTH CARE SERVICES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			TO
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

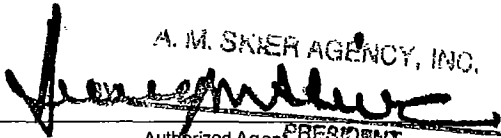
**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 2.a(1)(d) of SECTION II - "WHO IS AN INSURED" does not apply to the following position(s):

Position	Contract of Job Description
<u>Camp Doctor</u>	<u>2004 Camp Season</u>
_____	_____
_____	_____

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of "Bodily Injury" or "Personal Injury" arising out of an employee or volunteer providing or failing to provide professional health care services.

  
 A. M. SKIER AGENCY, INC.  
 Authorized Agent **PRESIDENT**



ace usa

## Notice To Our Policyholders

For information regarding this policy, please contact your agent or broker.  
If you are unable to reach your agent or broker, you may contact

ACE USA  
Customer Service

A.M. Skier Agency  
209 Main Avenue  
Hawley, PA 18428

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

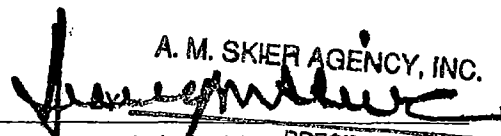
You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ 1269

  
**A. M. SKIER AGENCY, INC.**  
 Authorized Agent **PRESIDENT**



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI OR BACTERIA 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:  
**Fungi or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.
- 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:  
**Fungi or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
  - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**  
"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAR OR TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

##### i. War Or Terrorism

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

- (1) War, including undeclared or civil war; or
- (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; or
- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. 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.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents 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.

**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:

**War Or Terrorism**

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

- (1) War, including undeclared or civil war; or
- (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; or

- (4) "Terrorism", including any action taken in hindering or defending against an actual or expected incident of "terrorism"

regardless of any other cause or event that contributes concurrently or in any sequence to the injury.

However, with respect to "terrorism", this exclusion only applies if one or more of the following are attributable to an incident of "terrorism":

- (1) The total of insured damage to all types of property exceeds \$25,000,000. 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.

Paragraphs (1) and (2), immediately preceding, describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether the Terrorism Exclusion will apply to that incident. When the Terrorism Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part.

In the event of any incident of "terrorism" that is not subject to the Terrorism Exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.

Multiple incidents 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. Exclusion h. under Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments does not apply.

- D. The following definition is added to the Definitions Section:

"Terrorism" means activities against persons, organizations or property of any nature:

1. That involve the following or preparation for the following:
  - a. Use or threat of force or violence; or
  - b. Commission or threat of a dangerous act; or
  - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
2. When one or both of the following applies:
  - a. 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
  - b. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is not a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. 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
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

**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 concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph **b.** of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. 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. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
  - D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Coverage C. Medical Payments is replaced with the following:

#### 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:
- (1) The accident takes place in the "coverage territory" and during the policy period;

- (2) The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

## 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 EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
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.**

**ARKANSAS CHANGES – TRANSFER OF RIGHTS OF  
RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 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.

B. The following is added to the **Cancellation** Common Policy Condition:

**7. Cancellation Of Policies In Effect For 60 Days Or More**

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
  - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

**NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

D. The following Condition is added:

**INCREASE IN PREMIUM OR DECREASE IN COVERAGE**

We will not increase the premium unilaterally or decrease the coverage benefits on renewal of this policy unless we mail through first-class mail written notice of our intention, including the actual reason, to the first Named Insured's last mailing address known to us, at least 45 days before the effective date.

Any decrease in coverage during the policy term must be based on one or more of the following reasons:

1. Nonpayment of premium;
2. A false statement knowingly made by the insured on the application for insurance; or
3. A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:**
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b.** We will refund the pro rata unearned premium if the policy is:
    - (1)** Cancelled by us or at our request;
    - (2)** Cancelled but rewritten with us or in our company group;
    - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
  - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d.** The cancellation will be effective even if we have not made or offered a refund.
  - e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
    - (1)** We will retain no less than \$250 of the premium for the Boiler And Machinery Coverage Part.
    - (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
    - (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the Cancellation Common Policy Condition:

**7. Cancellation Of Policies In Effect More Than 60 Days**

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Boiler And Machinery Coverage Part  
Businessowners Policy  
Commercial Crime Coverage Part  
Commercial General Liability  
Coverage Part  
Commercial Property – Legal Liability  
Coverage Form **CP 00 40**  
Commercial Property – Mortgage  
Holders Errors And Omissions  
Coverage Form **CP 00 70**  
Employment-Related Practices Liability Coverage  
Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations  
Liability Coverage Part  
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) We become insolvent; or
    - (4) We involuntarily lose reinsurance for this policy.



- c. 60 days before the effective date of cancellation if we cancel for any other reason.

**NONRENEWAL**

- 2. The following is added and supersedes any provision to the contrary:
  - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
  - b. If notice is mailed, proof of mailing will be sufficient proof of notice.

**C. With respect to the:**

Commercial Property Coverage Part  
Farm Property – Other Farm Provisions Form –  
Additional Coverages, Conditions, Definitions  
Coverage Form  
Farm – Livestock Coverage Form  
Farm – Mobile Agricultural  
Machinery And Equipment  
Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

**CANCELLATION, NONRENEWAL AND  
DECREASES IN COVERAGE**

- 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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:
  - a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if 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:
  - a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.
- 5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action 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.

# EXCLUSION - MEDICAL PAYMENTS TO CAMPERS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

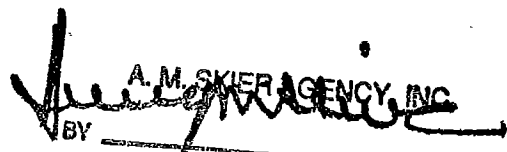
**This endorsement modifies insurance provided under the following:**

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage C - Medical Payments:

**i. Camper**

We will not pay expenses for "bodily injury" to any camper.

  
 BY \_\_\_\_\_  
 A.M. SKIER AGENCY, INC.  
 Authorized Agent PRESIDENT



# General Liability Notice to Policyholders Restrictions and Clarifications of Coverage

## **CL-2001-OMOFR - FUNGI OR BACTERIA ENDORSEMENTS**

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

### **CG 21 67 04 02 - Fungi or Bacteria Exclusion (Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

### **CG 31 31 04 02 - Fungi or Bacteria Exclusion (Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

### **CG 24 25 04 02 - Limited Fungi or Bacteria Coverage (CGL)**

When this endorsement is attached to your policy:

- coverage currently provided by your policy for bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure is now subject to a specific aggregate limit, which is subject to and may be less than the current policy limits.
- coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury and applies to clean up costs.

### **CG 31 32 04 02 - Limited Fungi or Bacteria Coverage (OCP and Products/Completed Operations Policy)**

When this endorsement is attached to your policy, coverage currently provided by your policy for bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure is now subject to a specific aggregate limit, which is subject to and may be less than the current policy limits.

**EXCLUSION - LEAD**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement amends all insurance provided under the following:

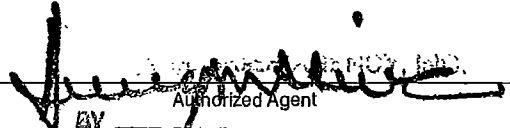
- COMMERCIAL GENERAL LIABILITY FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK**
  
- THE COMBINE POLICY - SECTION II**
- COMMERCIAL FARM POLICY - SECTION II**
- FARMERS PACKAGE POLICY - SECTION II**

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

  
 Authorized Agent  
 BY \_\_\_\_\_  
 PRESIDENT

## CAMP PROFESSIONAL HEALTH CARE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE

**Item 2. a. (1) in SECTION II - WHO IS AN INSURED** is amended to read as follows but only with respect to damages arising out of the providing or failing to provide professional health care services:

- (1) "Personal injury 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 volunteers 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 as a consequence of Paragraph (1)(a) above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above.

This amendment is applicable to "employee" or volunteer nurses, emergency medical technicians, physician's assistants or physicians (but only if the physician is scheduled as an additional insured under Additional Insured - Specified Employees Endorsement LD-4241) and only while performing duties in the conduct of your business.

If other valid and collectible insurance is available to any insured for coverage provided under this endorsement, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

  
 \_\_\_\_\_  
 Authorized Agent

# PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIABILITY COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period TO	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except to the extent coverage is provided by this endorsement, this insurance does not apply to any claim or "suit" which seeks damages arising out of or in any way related, in whole or in part, to actual, alleged or threatened "physical abuse" or "sexual misconduct."

#### Limits of Insurance

Each Act of "Physical Abuse" or "Sexual Misconduct" \_\_\_\_\_

"Physical Abuse" or "Sexual Misconduct" Aggregate \_\_\_\_\_

Unless modified by this endorsement, all other provisions in the policy to which it is attached remain in effect.

#### 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies arising out of "physical abuse" or "sexual misconduct."

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 "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any act of "physical abuse" or "sexual misconduct" and settle any claim or "suit" that may result.

The amount we will pay for damages is limited as described in 3. LIMITS OF INSURANCE.

We will have no further obligation to pay any claim or judgment or defend any "suit" after the Limits of Insurance under this coverage form have been used up by the payment of judgments or settlements.

- b. This insurance applies to "bodily injury" or "personal injury" only:
- (1) if the "bodily injury" or "personal injury" is caused by an act of "physical abuse" or "sexual misconduct" committed in the "coverage territory"; and
  - (2) if the first instance of "physical abuse" or "sexual misconduct" against the person is committed during the policy period; and
  - (3) so long as the "bodily injury" or "personal injury" is sustained:
    - (a) during the policy period; or
    - (b) during any subsequent period in which we, or any company affiliated with us, have issued a policy which would apply to such "bodily injury" or "personal injury" except for the provision that the first instance of "physical abuse" or "sexual misconduct" against the person be committed during that policy period.

**2. WHO IS AN INSURED**

SECTION II - WHO IS AN INSURED, Part 2.a. is amended as follows:

With respect to this coverage, none of the following is an insured:

Any person or organization who participated in, directed, or, after becoming aware of "physical abuse" or "sexual misconduct," failed to act in a way to prevent "physical abuse" or "sexual misconduct" and/or failed to report to the authorities, any act of "physical abuse" or "sexual misconduct."

**3. LIMITS OF INSURANCE**

- a. For the purpose of the application of Limits of Insurance, all acts or omissions which cause or contribute to "physical abuse" or "sexual misconduct":

- Which is committed by the same individual; and
  - To which this insurance applies;

- Shall be deemed a single act which occurred at the time the first instance of such "physical abuse" or "sexual misconduct" commenced, and shall be subject to the Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance, regardless of the number of:

- Acts or omissions;
    - Persons injured;
    - Insureds responsible;
    - Locations involved; or,
    - Policy periods during which the "physical abuse" or "sexual misconduct" was committed.

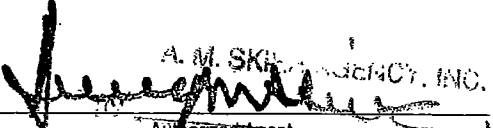
- b. The Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance shown is the most we will pay in judgments or settlements for a single act of "physical abuse" or "sexual misconduct," or both. If this policy provides a General Aggregate limit, the "Physical Abuse" or "Sexual Misconduct" Aggregate limit shall be part of and not in addition to the General Aggregate limit. The most we will pay in total judgments or settlements during any policy period is the "Physical Abuse" or "Sexual Misconduct" Aggregate limit to the extent there is coverage available in any applicable General Aggregate limit.
- c. If this coverage form and any other coverage form or policy for the same policy period issued by us or any company affiliated with us apply, the maximum applicable limits of insurance available under all coverage forms or policies shall not exceed the highest applicable limits of insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or any affiliated company specifically to apply as excess insurance over this coverage form.

**4. DEFINITIONS**

With respect to the coverage provided by this endorsement, the definition of "bodily injury" includes mental anguish resulting from "physical abuse" or "sexual misconduct" of the person injured.

"Physical abuse" means actual, alleged, or threatened physical maltreatment.

"Sexual misconduct" means any conduct, whether actual, alleged, or threatened, of a sexual nature.

  
 A. M. SKELTON AGENCY, INC.  
 Authorized Agent  
 PRESIDENT



### POLLUTION EXCLUSION - EXCEPTION FOR BUILDING HEATING EQUIPMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			TO

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.


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

**This endorsement modifies insurance provided under the following:**

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK**

Any pollution exclusion in this policy does not apply to "bodily injury" arising out of the release of carbon monoxide, smoke, vapor or gases, if release of such carbon monoxide, smoke, vapor or gases is confined to the interior of a building and solely caused by the combustion of heating fuel in the heating equipment used to heat that building.

Notwithstanding the above, all other terms and conditions of this policy apply.

  
 \_\_\_\_\_  
 PRESIDENT



**ace usa**

# Notice To Policyholders - Continued State Endorsement(s) Colorado

## **CG 01 72 07 98 Colorado Changes**

As a result of changes to the General Liability Coverage forms, we have changed the reference to the definitions "personal injury" or "advertising injury" to read "personal and advertising injury".

**ADDITIONAL INSURED - SPECIFIED MANAGERS OR LESSORS OF PREMISES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

1. **Designation of Premises (Part Leased or Licensed to You):**


2. **Name of Person or Organization:**

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

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the **Schedule**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased or licensed to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- Any "occurrence" which takes place after the term of your lease to occupy, or license to use, the premises has expired.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
- .Any "occurrence" not arising out of your negligence.

  
 A. M. BAKER AGENCY, INC.  
 Authorized Agent  
 President

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

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

#### Classification:

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

- A. The following is added to paragraph 5. of the CANCELLATION Common Policy Condition:**
- If the first Named Insured cancels this policy:
- a. We will retain the premium developed for any annual policy period for the classifications, if any, shown in the Schedule.
  - b. In no event will the premium we retain be less than \$100.
- B. The following is added to the CANCELLATION Common Policy Condition:**
- 7. Cancellation Of Policies In Effect More Than 60 Days**
- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.
- b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.
- If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days prior to the effective date of cancellation.
- C. The following is added to the Common Policy Conditions:**
- G. MULTI-YEAR POLICIES**
- We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

### ADDITIONAL INSURED - SPECIFIED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2174640A	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

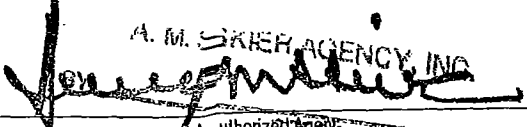
**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the **Schedule** as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

  
 A. M. SKIER AGENCY, INC.  
 Authorized Agent

# **EXHIBIT C**

**Ace American Insurance Company**

**General Liability Policy**

**03/01/05 to 03/01/06**



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
1601 CHESTNUT STREET, P.O. BOX 41484  
PHILADELPHIA, PA 19101-1484

Policy ID : G2 17 46 45 9  
Policy Symbol : OGL  
Bill Plan : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent :** 272735  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2005 To 03/01/2006, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 01/20/2006 **Endorsement #:** 003

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD NORTH PHOENIX BAPTIST CHURCH AS ADDITIONAL INSURED FOR WINTER TRAIL LUNCHEON 01/20/06.



**ADDITIONAL INSURED – SPECIFIED PERSON OR ORGANIZATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

NORTH PHOENIX BAPTIST CHURCH  
ATTN: JUNE MORGAN  
5757 NORTH CENTRAL AVENUE  
PHOENIX, AZ 85012

WINTER TRAIL LUNCHEON 01/20/06

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the Schedule as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

\_\_\_\_\_  
Authorized Agent



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**1601 CHESTNUT STREET, P.O. BOX 41484**  
**PHILADELPHIA, PA 19101-1484**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
 KANAKUK-KAMPS, INC., K KAMPS INC.,  
 KUKORP, LLC.  
 1353 LAKESHORE DRIVE  
 BRANSON, MO 65616

**Agent : 272735**  
 A M SKIER AGENCY  
 209 MAIN AVENUE  
 HAWLEY, PA 18428

**Policy Period :** From 03/01/2005 To 03/01/2006, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 09/15/2005 **Endorsement #:** 002

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD K WILD LITTLE BUFFALO CAMP PROGRAM SITE AT SECTION 18,  
 TOWNSHIP 15 W, RANGE 21 N, PARTHENON, AR 72666.



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
1601 CHESTNUT STREET, P.O. BOX 41484  
PHILADELPHIA, PA 19101-1484

Policy ID : G2 17 46 45 9  
Policy Symbol : OGL  
Bill Plan : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent :** 272735  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2005 To 03/01/2006, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 03/01/2005      **Endorsement #:** 001

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

CORRECT LOCATION 7 TO READ AS FOLLOWS:  
9658 COUNTRY ROAD 501  
BAYFIELD, CO 81122

THE FOLLOWING ARE ADDED AS ADDITIONAL INSURED:  
KANAKUK INDUSTRIES, INC.  
RENTAL SERVICE CORPORATION  
RENTAL SERVICE CORPORATION/PRIME EQUIPMENT

### ADDITIONAL INSURED – SPECIFIED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### SCHEDULE

Name of Person or Organization:

KANAKUK MINISTRIES, INC. 1353 LAKESHORE DRIVE BRANSON, MO 65616
---

WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RENTAL SERVICE CORPORATION  
ATTN: CASEY WOODWORTH  
605 STATE HIGHWAY 165  
BRANSON, MO 65616

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

RENTAL SERVICE CORPORATION/PRIME EQUIPMENT  
3200 HARBOR LANE, SUITE 100  
PLYMOUTH, MN 55447

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

1. To any "occurrence" which takes place after the equipment lease expires;
2. To "bodily injury" or "property damage" arising out of the sole negligence of the person or organization shown in the Schedule.



ACE USA

# DECLARATIONS

## COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM

ACE AMERICAN INSURANCE COMPANY  
1601 CHESTNUT STREET, P.O. BOX 41484  
PHILADELPHIA, PA 19101-1484

Policy ID : G2 17 46 45 9  
Policy Symbol : OGL  
Bill Plan : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

Comm : 20.0%  
**Agent :** 272735  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Marketing Office :** SPECIALTY PROGRAMS  
**Policy Is :** RENEWAL  
**Prior Policy ID :** G2174640A  
**Named Insured Is :** CORPORATION

**Market Hazard Code :** 2  
**PIIC Code :** 70322  
**EIL Code :** 2

**Policy Period :** From 03/01/2005 To 03/01/2006, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

### PREMIUM PAYMENT CONDITIONS

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	03/01/2005 of	
Payment Due	05/01/2005 of	\$49,372
Payment Due	08/01/2005 of	\$38,400
Payment Due	11/01/2005 of	\$38,400

Total Payment ..... \$164,572 *SM*

### SUMMARY OF COVERAGES

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

---

**SCHEDULE OF LOCATIONS**


---

<u>Location</u>	<u>Address/Description</u>
001	1353-1355 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K1
002	20 K2 DRIVE LAMPE, MO 65681 CAMP K2
003	793 K WEST DRIVE LAMPE, MO 65681 CAMP K3
004	967 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K4
005	364 K-SEVEN DRIVE LAMPE, MO 65681 CAMP K7
006	1380 ETERNITY LANE SHELL KNOB, MO 65747 CAMP K KLASSIC
007	9858 COUNTRY ROAD 501 BAYFIELD, CO 81122 CAMP K COLORADO
008	863 LAKESHORE DRIVE BRANSON, MO 65616 DWELLING LRO
009	844 LAKESHORE DRIVE BRANSON, MO 65616 CAMP K GOLF
010	CAVE@SEC27 RANGE 26W, TOWNSHIP 21 EUREKA, MO 63025 CAMP PROGRAM SITE
011	BULL CREEK, ORCHARD LANE ROCKAWAY BEACH, MO 65740 CAMP PROGRAM SITE
012	MARTINS POINT, 340 LAKEVIEW ST HOLLISTER, MO 65672 CAMP PROGRAM SITE
013	NORTHFORK, ROUTE 1, BOX 4560 DORA, MO 65637 CAMP PROGRAM SITE
014	K-WILD, BUFFALO NATIONAL RIVER HARRISON, AR 72601 CAMP PROGRAM SITE
015	K-WET, TABLE ROCK LANE LAMPE, MO 65681 CAMP PROGRAM SITE



016

533 LAKESHORE DRIVE  
BRANSON, MO 65616  
VACANT LAND ADJACENT TO K4



**ADD INS-DESIGNATED PERSON ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :  
 Name of Person(s) or Organization(s)  
 \* SHELL KNOB ELEMENTARY SCHOOL, ATTN: SUPERINTENDENT  
 PO BPX 227  
 SHELL KNOB, MO 65747

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :  
 Name of Person(s) or Organization(s)  
 \* STATE OF COLORADO OFFICE OF OUTFITTERS REGISTRATION  
 1560 BROADWAY, SUITE 1340  
 DENVER, CO 80202  
 \* U.S. DEPT. OF AGRICULTURE, SAN JUAN NATIONAL FOREST BAYFIELD OFFICE  
 PO BOX 439  
 BAYFIELD, CO 81122  
 \* CITY OF DURANGO  
 949 EAST 2ND AVE  
 DURANGO, CO 81309  
 \* COLORADO DIVISION OF PARKS  
 13787 SOUTH HIGHWAY 85  
 LITTLETON, CO80126  
 \* PROMISE KEEPERS EXHIBIT COORDINATION  
 4045 PECOS STREET  
 DENVER, CO 80211  
 \* MOUNTAIN STATE CONSTRUCTORS  
 STEVE & JOLEEN BONOIT, 8500 MENAUI BLVD. NE SUITE A-125  
 ALBUQUERQUE, NM 87112

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 REX KILBOURNE  
 PO BOX 100, 6133 KILBOURNE  
 NEAVITT, MD 21652-0100  
 Designation of Premises (PART LEASED TO YOU).  
 010 CAVE@SEC27 RANGE 26W,TOWNSHIP 21  
 EUREKA,MO 63025  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 011 BULL CREEK, ORCHARD LANE  
 ROCKAWAY BEACH,MO 65740  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 012 MARTINS POINT, 340 LAKEVIEW ST  
 HOLLISTER,MO 65672  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 MYRON MCKEE  
 ROUTE 1 BOX 4560  
 DORA, MO 65637  
 Designation of Premises (PART LEASED TO YOU).  
 013 NORTHFORK, ROUTE 1, BOX 4560

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
SECRETARY OF THE ARMY, U.S. CORPS OF ENGINEERS, DISTR. ENG  
LITTLE ROCK DICTRICT, BOX 867  
LITTLE ROCK, AR 72203-0867  
Designation of Premises (PART LEASED TO YOU).  
014 K-WILD, BUFFALO NATIONAL RIVER  
HARRISON,AR 72601  
CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE  
PO BOX 1172  
HARRISON, AR 72602-1173  
Designation of Premises (PART LEASED TO YOU).  
014 K-WILD, BUFFALO NATIONAL RIVER  
HARRISON,AR 72601  
CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applles To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
ENCHANTED FOREST, ATTN: ROBERT GIRKIN  
PO BOX 635  
EUREKA SPRINGS, AR 72631  
Designation of Premises (PART LEASED TO YOU).  
014 K-WILD, BUFFALO NATIONAL RIVER  
HARRISON,AR 72601  
CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applles To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
HONEYSUCKEL INN, ATTN: RYAN RICHARDSON  
3598 SHEPHERD OF THE HILL EXPRESSWAY  
BRANSON, MO 65616  
Designation of Premises (PART LEASED TO YOU).  
01S K-WET, TABLE ROCK LANE  
LAMPE,MO 65681  
CAMP PROGRAM SITE

**FORMS AND ENDORSEMENT LISTING**

KK9459C	MISSOURI CHANGES
CG24121185	ALL OWNED WATERCRAFT UNDER 26 FEET
LD3R16	EXCLUSION-ASBESTOS
LD9863	EMPLOYEE BENEFITS LIABILITY END.
CG00011001	COMM GENERAL LIABILITY COV. FORM
CG00621202	WAR LIABILITY EXCLUSION
CG01340803	CHANGES POLLUTION EXCLUSION- MISSOURI
CG01350803	CHANGES GASOLINE RISKS POLLUTION EXCLUSION- MISSOURI
CG01881093	AR CHANGES-LOSS INFORMATION
CG20210196	ADDL INSURED-VOLUNTEERS
CG21470798	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21670402	FUNGI OR BACTERIA EXCLUSION
CG21721202	NUCL; BIOLOG OR CHEM TERR EXCL (OTHER THAN CERT ACT OF TERR)
CG21870504	CONDITIONAL EXCL OF TERRORISM (RELATING TO DISPOSITION OF FE
CG26501298	MISSOURI CHANGES-MEDICAL PAYMENTS
ILP0010104	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE
IL00171198	COMMON POLICY CONDITIONS
IL00210702	BROAD FORM NUCLEAR ENERGY EXCL ENDT
IL00340504	MO- DISCLOSURE OF PREM AND ESTIMATED PREM FOR CERTIFIED ACTS
IL01990702	ARKANSAS CHANGES-TRANSFER OF RIGHTS
IL02280702	CANCELLATION & COVERAGE CHANGE ENDT. CO
IL02310702	AR CHANGES
IL02740300	MO CHANGES-CANCELLATION & NONRENEWAL
LD11544	EXCLUSION - MEDICAL PAYMENTS TO CAMPERS
LD11545	CAMP PROFESSIONAL HEALTH CARE COVERAGE
LD11568	POLICYHOLDER NOTICE
LD4S35	EXCLUSION - LEAD
LD4Y64A	ABUSE AND MOLESTATION ENDORSEMENT
LD4241A	ADDL INS-SPEC EMP PROF HEALTH CARE SER
LD7F23	EXCL-ABSOLUTE POLLUTION ENDT
LD7Y68	NOTICE TO POLICYHOLDERS
LD9Z24	ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L
LD9Z27	ADDITIONAL INS MANAGERS OR LESSORS OF PREMIS - S&L
CG02100987	AR CHANGES-CANCELLATION
MO2C57D	RESIDENT AGENT COUNTERSIGNATURE ENDT
ALL1S96	NOTICE TO OUR POLICYHOLDERS
ALL5X45	QUESTIONS ABOUT INSURANCE
TRIA110103	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERA
TRIA18	POLICY HOLDER NOTICE - MO
TR16800	TRIA - NOTICE TO POLICYHOLDERS

This Declaration, and the Coverage Forms(s) and Endorsements, if any, listed above and included, complete this policy.

Countersigned At: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_  
 Date: \_\_\_\_\_

## MISSOURI CHANGES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL PROPERTY COVERAGE FORM**
- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- (Advantage Series Only)**
- COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

The section titled **OUR CANCELLATION** under 3. CANCELLATION AND CHANGE in the **COMMUN POLICY CONDITIONS** is deleted and replaced with the following:

**OUR CANCELLATION**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
2. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - A. Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy.
  - B. Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - C. We become insolvent; or,
  - D. We involuntarily lose reinsurance for this policy.
3. 60 days before the effective date of cancellation if we cancel for any other reason.

We will then refund any unearned portion of the premium you paid, on a pro rata basis.

We may refund the unearned premium at the time of cancellation or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as provided above.

**NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

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

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

ALL OWNED WATERCRAFT UNDER 26 FT.

**Additional Premium:**

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

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.



ace usa

# Countersignature Endorsement Request

TO: Countersigning Agent: NAME \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRODUCING OFFICE:

☐  
☐

☐  
☐

PRODUCING AGENT:

☐  
☐

*No longer required*

COUNTERSIGNING AGENT — Please sign One Copy, prepare a bill to Producing Agent, (shown above) for fee and forward to Producing Office. Retain One Copy for your records.

PRODUCING AGENT — Detach Endorsement on bottom of this sheet or original policy and forward to Insured. Remit countersigning fee to Countersigning Agent per attached bill.

COVERAGES	PREMIUM	COUNTERSIGNING COMMISSION	
		RATE	AMOUNT
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____

Non-Resident License # \_\_\_\_\_

## COUNTERSIGNATURE ENDORSEMENT

FOR THE STATE OF \_\_\_\_\_

This is to certify that the policy of insurance to which this endorsement is attached represents business in the above State transacted through the below named resident agent licensed by the Insurance Department of said State, and that such agent, whose name is signed below this certificate, is duly licensed to act as such for this Company in said State.

Attached to Policy No. \_\_\_\_\_ Policy Term \_\_\_\_\_

Issued to \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent



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

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

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

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

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

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

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



ace usa

## Notice To Our Policyholders

For information regarding this policy, please contact your agent or broker.  
If you are unable to reach your agent or broker, you may contact

ACE USA  
Customer Service

---

---

---

---

---

### EXCLUSION — ASBESTOS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- FARM COVERAGE FORM**
- LIQUOR LIABILITY COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- POLLUTION LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

\_\_\_\_\_  
Authorized Agent

## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.**

#### LIMITS OF INSURANCE

Each Claim Limit           \$ \_\_\_\_\_  
 Aggregate Limit           \$ \_\_\_\_\_  
 Retroactive Date           \_\_\_\_\_

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

#### INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

#### WHO IS AN INSURED

With respect to this endorsement, Section II— Who Is An Insured is modified to include employees only while authorized to act in the "administration" of your "employee benefits" programs.

#### EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

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

### EXTENDED REPORTING PERIOD

1. We will automatically provide an Extended Reporting Period as described in paragraphs 2. and 3. below if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown on this endorsement; or
    - (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.  
Once in effect, the Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.  
The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

---

Authorized Agent

# 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.

## 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 from equipment used to heat that building;
    - (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".

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

**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".

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.



**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 or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (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".

**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:
    - (1) The accident takes place in the "coverage territory" and during the policy period;
    - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
    - (3) 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 taking part in athletics.
- f. Products-Completed Operations Hazard  
Included within the "products-completed operations hazard".
- g. Coverage A Exclusions  
Excluded under Coverage A.
- h. War  
Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**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.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - 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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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
  - (d) 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.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in a. above;
    - The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - "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 a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 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 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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:
    - 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;
    - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion i. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:
2. Exclusions  
This insurance does not apply to:
    - i. War  
"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:
      - (1) War, including undeclared or civil war; or
      - (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.
- 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:  
WAR  
"Personal and advertising injury", however caused, arising, directly or indirectly, out of:
    - a. War, including undeclared or civil war; or
    - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- C. Exclusion h. under Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments does not apply. Medical payments due to war are now subject to Exclusion g. of Paragraph 2., Exclusions of Section I – Coverage C – Medical Payments since "bodily injury" arising out of war is now excluded under Coverage A.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., Pollution of Paragraph 2., Exclusions under Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage and to Subparagraph m., Pollution of Paragraph 2., Exclusions under Section I – Coverage B – Personal And Advertising Injury Liability or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – GASOLINE RISKS – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., Pollution of Paragraph 2., Exclusions under Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage and to Subparagraph m., Pollution of Paragraph 2., Exclusions under Section I – Coverage B – Personal And Advertising Injury Liability or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES

This endorsement modifies Insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)

A. Condition 10. Your Right to Claim and "Occurrence" Information of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:

10. Your Right to Claim and "Occurrence" Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received. We will also include any estimated reserves on reported "occurrences".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "occurrence", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

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

B. Paragraph 5. of SECTION V - EXTENDED REPORTING PERIODS is replaced by the following:

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. of SECTION V - EXTENDED REPORTING PERIODS, ends.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - VOLUNTEER WORKERS

This endorsement modifies Insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily Injury" or "personal 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 your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
  - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph 1.a. above;

- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1.a. or b. above; or
  - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
    - a. Owned, occupied, or used by,
    - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FUNGI OR BACTERIA 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:

Fungi or Bacteria

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

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

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:

Fungi or Bacteria

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

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

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM  
EXCLUSION (OTHER THAN CERTIFIED ACTS OF  
TERRORISM); CAP ON LOSSES FROM  
CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

A. The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is not a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. 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
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

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 concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONDITIONAL EXCLUSION OF TERRORISM  
(RELATING TO DISPOSITION OF FEDERAL TERRORISM  
RISK INSURANCE ACT OF 2002)**

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. Applicability Of The Provisions Of This  
Endorsement**

1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs:

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act of 2002, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or continuation of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

The Program is scheduled to terminate at the end of December 31, 2005 unless renewed, extended or otherwise continued by the federal government.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Coverage C. Medical Payments is replaced with the following:

#### 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:
- (1) The accident takes place in the "coverage territory" and during the policy period;

- (2) The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.



## 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 EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
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.

POLICY NUMBER:

IL 00 34 05 04

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT OF 2002. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

**MISSOURI – DISCLOSURE OF PREMIUM AND ESTIMATED PREMIUM FOR CERTIFIED ACTS OF TERRORISM COVERAGE (PURSUANT TO TERRORISM RISK INSURANCE ACT OF 2002)**

**SCHEDULE**

Terrorism Premium (Certified Acts)

(A) Premium through 12/31/05 \$

(B) Estimated Premium beyond 12/31/05 (refer to Paragraph C. below) \$

Additional information, if any, concerning the terrorism premium:

**NOTE:** The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts of foreign sponsorship that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Coverage for noncertified acts of terrorism may not be provided. A major example of "noncertified" acts of terrorism would be an act of terrorism committed by a domestic group. Read your policy and endorsements carefully.

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

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act of 2002, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under that Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 90% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

The following is added to the Transfer Of Rights Of Recovery Against Others To Us Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COLORADO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

- 2. If this policy has been in effect for less than 60 days, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - 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.

B. The following is added to the Cancellation Common Policy Condition:

**7. Cancellation Of Policies In Effect For 60 Days Or More**

- a. If this policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel this policy by mailing through first-class mail to the first Named Insured written notice of cancellation:
  - (1) Including the actual reason, at least 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
  - (2) At least 45 days before the effective date of cancellation if we cancel for any other reason.

We may only cancel this policy based on one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) A false statement knowingly made by the insured on the application for insurance; or
- (3) A substantial change in the exposure or risk other than that indicated in the application and underwritten as of the effective date of the policy unless the first Named Insured has notified us of the change and we accept such change.

C. The following is added and supersedes any other provision to the contrary:

**NONRENEWAL**

If we decide not to renew this policy, we will mail through first-class mail to the first Named Insured shown in the Declarations written notice of the nonrenewal at least 45 days before the expiration date, or its anniversary date if it is a policy written for a term of more than one year or with no fixed expiration date.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 5. of the Cancellation Common Policy Condition is replaced by the following:
- 5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
    - b. We will refund the pro rata unearned premium if the policy is:
      - (1) Cancelled by us or at our request;
      - (2) Cancelled but rewritten with us or in our company group;
      - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
      - (4) Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
    - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in b.(2), (3) or (4) above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
    - d. The cancellation will be effective even if we have not made or offered a refund.
    - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
      - (1) We will retain no less than \$250 of the premium for the Boiler And Machinery Coverage Part.
      - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
      - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

B. With respect to the:

Boiler And Machinery Coverage Part  
Businessowners Policy  
Commercial Crime Coverage Part  
Commercial General Liability  
Coverage Part  
Commercial Property – Legal Liability  
Coverage Form CP 00 40  
Commercial Property – Mortgage  
Holders Errors And Omissions  
Coverage Form CP 00 70  
Employment-Related Practices Liability Coverage  
Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations  
Liability Coverage Part  
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph 2. of the Cancellation Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) We become insolvent; or
    - (4) We involuntarily lose reinsurance for this policy.

## EXCLUSION - MEDICAL PAYMENTS TO CAMPERS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage C - Medical Payments:

i. Camper

We will not pay expenses for "bodily injury" to any camper.

\_\_\_\_\_  
Authorized Agent



## CAMP PROFESSIONAL HEALTH CARE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE

Item 2. a. (1) in SECTION II - WHO IS AN INSURED is amended to read as follows but only with respect to damages arising out of the providing or failing to provide professional health care services:

- (1) "Personal injury 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 volunteers 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 as a consequence of Paragraph (1)(a) above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above.

This amendment is applicable to "employee" or volunteer nurses, emergency medical technicians, physician's assistants or physicians (but only if the physician is scheduled as an additional insured under Additional Insured - Specified Employees Endorsement LD-4241) and only while performing duties in the conduct of your business.

If other valid and collectible insurance is available to any insured for coverage provided under this endorsement, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

\_\_\_\_\_  
Authorized Agent



ACE USA

# General Liability Notice to Policyholders Restrictions and Clarifications of Coverage

## CL-2001-OMOFR - FUNGI OR BACTERIA ENDORSEMENTS

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant restrictions and clarifications of coverage that were made in each policy form and endorsement.

Please read your policy, and the endorsements attached to your policy, carefully.

### **CG 21 67 04 02 - Fungi or Bacteria Exclusion (Commercial General Liability Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is clarified to exclude personal and advertising injury arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

### **CG 31 31 04 02 - Fungi or Bacteria Exclusion (Owners and Contractors Protective Liability Coverage Part and Products/Completed Operations Coverage Part)**

When this endorsement is attached to your policy:

- coverage is restricted to exclude bodily injury or property damage arising, directly or indirectly, out of any fungi, including but not limited to mold, or bacteria on or in a building or structure. This exclusion applies whether or not any other cause, event, material or product contributed in any sequence to the injury or damage.
- coverage is restricted to exclude clean-up costs associated with fungi or bacteria.

The exclusion does not apply to fungi or bacteria intended for consumption, such as mushrooms.

## EXCLUSION - LEAD

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement amends all insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK**
  
- THE COMBINE POLICY - SECTION II**
- COMMERCIAL FARM POLICY - SECTION II**
- FARMERS PACKAGE POLICY - SECTION II**

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

\_\_\_\_\_  
Authorized Agent

## PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIABILITY COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except to the extent coverage is provided by this endorsement, this insurance does not apply to any claim or "suit" which seeks damages arising out of or in any way related, in whole or in part, to actual, alleged or threatened "physical abuse" or "sexual misconduct."

#### Limits of Insurance

Each Act of "Physical Abuse" or "Sexual Misconduct" \_\_\_\_\_

"Physical Abuse" or "Sexual Misconduct" Aggregate \_\_\_\_\_

Unless modified by this endorsement, all other provisions in the policy to which it is attached remain in effect.

#### 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies arising out of "physical abuse" or "sexual misconduct."

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 "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any act of "physical abuse" or "sexual misconduct" and settle any claim or "suit" that may result.

The amount we will pay for damages is limited as described in 3. LIMITS OF INSURANCE.

We will have no further obligation to pay any claim or judgment or defend any "suit" after the Limits of Insurance under this coverage form have been used up by the payment of judgments or settlements.

- b. This insurance applies to "bodily injury" or "personal injury" only:
- (1) if the "bodily injury" or "personal injury" is caused by an act of "physical abuse" or "sexual misconduct" committed in the "coverage territory"; and
  - (2) if the first instance of "physical abuse" or "sexual misconduct" against the person is committed during the policy period; and
  - (3) so long as the "bodily injury" or "personal injury" is sustained:
    - (a) during the policy period; or
    - (b) during any subsequent period in which we, or any company affiliated with us, have issued a policy which would apply to such "bodily injury" or "personal injury" except for the provision that the first instance of "physical abuse" or "sexual misconduct" against the person be committed during that policy period.

**ADDITIONAL INSURED - SPECIFIED EMPLOYEES  
PROFESSIONAL HEALTH CARE SERVICES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			TO
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 2.a(1)(d) of SECTION II - "WHO IS AN INSURED" does not apply to the following position(s):

Position	Contract of Job Description
Camp Doctor	2005 Camp Season

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of "Bodily Injury" or "Personal Injury" arising out of an employee or volunteer providing or failing to provide professional health care services.

Authorized Agent

# ABSOLUTE POLLUTION EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement replaces any pollution exclusion and amends all insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

We shall have no duty to defend any suit arising out of or in any way related to pollution.

\_\_\_\_\_  
Authorized Agent



ace usa

# Notice To Policyholders - Continued State Endorsement(s) Colorado

## CG 01 72 07 98 Colorado Changes

As a result of changes to the General Liability Coverage forms, we have changed the reference to the definitions "personal injury" or "advertising injury" to read "personal and advertising injury".

Includes copyrighted material of Insurance Services Office, Inc., with its permission  
Insurance Services Office, Inc., 1998

### ADDITIONAL INSURED - SPECIFIED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Name of Person or Organization:

As required by contract

WHO IS AN INSURED (Section II) is amended to include the person or organization shown in the Schedule as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

\_\_\_\_\_  
Authorized Agent



## ADDITIONAL INSURED - SPECIFIED MANAGERS OR LESSORS OF PREMISES

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period	Effective Date of Endorsement
		TO	
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
SCHEDULE**

1. Designation of Premises (Part Leased or Licensed to You):

As required by contract

2. Name of Person or Organization:

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

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased or licensed to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after the term of your lease to occupy, or license to use, the premises has expired.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
3. Any "occurrence" not arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Classification:

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

A. The following is added to paragraph 5. of the CANCELLATION Common Policy Condition:

If the first Named Insured cancels this policy:

- a. We will retain the premium developed for any annual policy period for the classifications, if any, shown in the Schedule.
- b. In no event will the premium we retain be less than \$100.

B. The following is added to the CANCELLATION Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;

(5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or

(6) A material violation of a material provision of the policy.

b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days prior to the effective date of cancellation.

C. The following is added to the Common Policy Conditions:

#### G. MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.



**ace usa**

## **Questions About Your Insurance?**

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462.



ACE USA

## NOTICE TO POLICYHOLDERS

### FOR USE WITH: CG 21 87 Conditional Exclusion Of Terrorism (Relating To Disposition Of Federal Terrorism Risk Insurance Act Of 2002)

#### POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the POTENTIAL implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act of 2002 established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2005 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

#### YOUR POLICY AT START OF NEW POLICY TERM:

The terrorism endorsement in this policy makes a distinction between "certified acts of terrorism" and "other acts of terrorism". There is coverage for "certified acts of terrorism" (which is more fully defined in the endorsement, but involves acts of terrorism by or on behalf of a foreign interest). This coverage is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act of 2002. The endorsement excludes coverage for "other acts of terrorism" (terrorist acts other than certified acts) but such exclusion applies only if the event qualified as a nuclear event or if the event qualified under certain circumstances as a biological or chemical event. With respect to "certified acts of terrorism" and "other acts of terrorism", policy exclusions (for example, the war liability exclusion) and other policy provisions continue to apply.

#### POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

Endorsement CG 21 87 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2005 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or



ace usa

Insurance Company
Policyholder
Policy Number
Broker/Producer

## MISSOURI POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE - NON-CERTIFIED LOSSES

Missouri: The following statement is required to be part of the disclosure notice in MISSOURI:

Note: Be advised that while this policy does provide coverage for certain terrorism losses in compliance with the Federal Terrorism Risk Insurance Act of 2002, it does not cover all types of terrorism losses, and in fact, excludes coverage for certain losses, such as those that are the result of a terrorist act that was not committed on behalf of any foreign person or foreign government and exceeds an aggregate cost to the insurance industry of \$25 million. You are not covered for such losses unless your insurance company has offered you additional terrorism coverage for such losses and you have paid an additional premium for that coverage, if required to do so by the insurance company.

## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.**

#### LIMITS OF INSURANCE

Each Claim Limit           \$ \_\_\_\_\_  
 Aggregate Limit           \$ \_\_\_\_\_  
 Retroactive Date           \_\_\_\_\_

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

#### INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

#### WHO IS AN INSURED

With respect to this endorsement, Section II— Who Is An Insured is modified to include employees only while authorized to act in the "administration" of your "employee benefits" programs.

#### EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

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

### EXTENDED REPORTING PERIOD

1. We will automatically provide an Extended Reporting Period as described in paragraphs 2. and 3. below if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown on this endorsement; or
    - (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.  
Once in effect, the Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.  
The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

---

Authorized Agent

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ 729.00

\_\_\_\_\_  
Authorized Agent





ACE USA

# DECLARATIONS

# BROKER COPY

**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

*Add: 3/01/07:*  
*White Family Holdings Co.*  
*K-Land One LLC*  
*K-Land Two LLC*  
**RECEIVED**

APR 10 2007

HIBBS-HALLMARK & CO.

**Marketing Office :** SPECIALTY PROGRAMS  
**Policy is :** RENEWAL  
**Named Insured is :** CORPORATION

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

## PREMIUM PAYMENT CONDITIONS

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	03/01/2007 of	\$47,144	<i>Billed 3-1-07</i>
Payment Due	05/01/2007 of	\$36,666	<i>Billed 4-10-07</i>
Payment Due	08/01/2007 of	\$36,666	<i>Billed 7-10-07</i>
Payment Due	11/01/2007 of	\$36,666	<i>Billed 10-10-07</i>
Total Payment .....		\$157,142	

## SUMMARY OF COVERAGES

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM



ACE USA

# DECLARATIONS

# BROKER CO.

**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

Policy ID : G2 17 46 45 9  
Policy Symbol : OGL  
Bill Plan : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

*Add: 3/01/07:  
White Family Holding Co.  
K-Land One LLC  
K-Land Two LLC*  
**RECEIVED**  
APR 10 2007

**Marketing Office :** SPECIALTY PROGRAMS  
**Policy is :** RENEWAL  
**Named Insured is :** CORPORATION

HIBBS HALLMARK & CO.

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

## PREMIUM PAYMENT CONDITIONS

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	03/01/2007 of	\$47,144	<i>Billed 3-1-07</i>
Payment Due	05/01/2007 of	\$36,666	<i>Billed 4-10-07</i>
Payment Due	08/01/2007 of	\$36,666	<i>Billed 7-10-07</i>
Payment Due	11/01/2007 of	\$36,666	<i>Billed 10-10-07</i>
Total Payment	.....	\$157,142	

## SUMMARY OF COVERAGES

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 11/26/2007 **Endorsement #:** 007

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD TOWN & COUNTRY RESORT & CONVENTION CENTER, ETAL AS ADDITIONAL INSURED.

**RECEIVED**

NOV 28 2007

HIBBS-HALLMARK & CO.

**ADDITIONAL INSURED – SPECIFIED PERSON OR ORGANIZATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

TOWN & COUNTRY RESORT & CONVENTION CENTER,  
 ITS OWNER, MANAGEMENT COMPANY, AGENTS, SERVANTS  
 AND EMPLOYEES AND  
 THE CHRISTIAN CAMP AND CONFERENCE ASSOCIATION (CCCA)

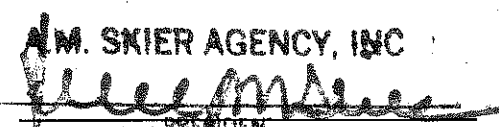
THE 2007 NATIONAL CCCA CONVENTION & EXHIBITION IS TO BE HELD AT  
 TOWN & COUNTRY RESORT & CONVENTION CENTER, 500 HOTEL CIRCLE NORTH,  
 SAN DIEGO CA 92108 ON NOVEMBER 26, 2007 - NOVEMBER 28, 2007.

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the **Schedule** as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

RECEIVED

NOV 28 2007

HIBBS-HALLMARK & CO.

M. SKIER AGENCY, INC  
  
 Authorized Agent

\* Invoice \*

**Kanakuk Kamps, Inc., K Kamps, Inc., Kukorp, Inc.**

C/O Hibbs Hallmark & Company  
P.O. Box 8357  
501 Shelley Drive  
Tyler, TX 75711

October 31, 2007

\*\*\*\*\*

Effective	Description	Gross Premium	Commission	Net Premium
08/27/2007	Camp Property and Liability Policy G21746459 Delete Location 7	\$ 58.00 CR	\$ 8.70	\$ 49.30 CR
09/28/2007	Camp Liability Policy G21746459 Various Liability Changes	906.00	135.90 CR	770.10

Please Pay This Net Amount: \$ 720.80

*Billed  
11-15-07  
SRA  
cc: Acc 769  
11-15-07*

Account Number: 120060  
Invoice Number: 10623





ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**BROKER COPY**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent : 272735**  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 09/28/2007 **Endorsement #:** 006

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Total Premium is increased by \$906.

Your premium change is applied as follows:  
PAYMENT Due 09/28/2007 of

\$906.

*Billed 11-15-07  
SAC*

**OTHER**

- ✓ DELETE RENTAL SERVICE CORP. & HONEYSUCKEL INN AS ADDITIONAL INSUREDS.
- ✓ LOCATION 1-DELETE 2 HORSES & INCREASE NUMBER OF POOLS TO 2 ✓
- ✓ LOCATION 2-INCREASE NUMBER OF BOATS TO 12, ADD 8 WAVERUNNERS & 2 HORSES. ✓
- ✓ LOCATION 3-ADD 1 WAVERUNNER & INCREASE NUMBER OF WATERSLIDES TO 2. ✓
- ✓ LOCATION 4-DECREASE NUMBER OF BOATS TO 4 & INCREASE NUMBER OF WATERSLIDES TO 3 ✓
- ✓ LOCATION 5-ADD 1 WAVERUNNER & INCREASE NUMBER OF WATERSLIDES TO 2. ✓
- ✓ LOCATION 6-ADD 1 WAVERUNNER & 1 WATERSLIDE. ✓
- ✓ LOCATION 16-ADD 1 DWELLING. ✓

**RECEIVED**

NOV 09 2007

HIBBS-HALLMARK & CO.

**BROKER COPY**



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**BROKER COPY**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent : 272735**  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 08/27/2007 **Endorsement #:** 005

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Total Premium is decreased by \$58.

Your premium change is applied as follows:  
REFUND Due 08/27/2007 of

\$58.

*Called 11-15-07  
GR*

**OTHER**

DELETE LOCATION 7-863 LAKE SHORE DRIVE, BRANSON, MO.

**RECEIVED**

NOV 09 2007

HIBBS-HALLMARK & CO.

**BROKER COPY**  
PRODUCER 10/29/07 AS6

53  
LD-9X51

07302



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**436 WALNUT STREET, P.O. BOX 1000**  
**PHILADELPHIA, PA 19106-3703**

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 08/17/2007 **Endorsement #:** 004

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD THE FOLLOWING LOCATION WITH 1.9 ACRES OF VACANT LAND: MANETH PROPERTY  
962 LAKESHORE DRIVE  
BRANSON MO 65616

**RECEIVED**

SEP 24 2007

HBBS-HALLMARK & CO.





ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing  
Address Shown Above.

**Endorsement Effective Date:** 03/01/2007 **Endorsement #:** 003

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

DELETE NEIGHBORHOOD CHAPEL AS ADDITIONAL INSURED.

**RECEIVED**  
JUL 10 2007  
HIBBS-HALLMARK & CO.



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 03/01/2007 **Endorsement #:** 002

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

✓ DELETE MARRIOTT HOTEL SERVICES, INC. & MOUNTAIN STATES CONSTRUCTORS, INC.

✓ CHANGE WORDING ON FORM LD-4241A TO READ AS FOLLOWS:  
CAMP DOCTORS 2007 CAMP SEASON  
DR. LAURA LARKNER JUNE 19-25, 2007

**RECEIVED**

JUL 24 2007

HIBBS-HALLMARK & CO.

**ADDITIONAL INSURED – SPECIFIED EMPLOYEES  
PROFESSIONAL HEALTH CARE SERVICES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 2.a (1) (d) of SECTION II – “WHO IS AN INSURED” does not apply to the following position(s):

Position	Contract of Job Description
✓ <u>Camp Doctors</u>	<u>2007 Camp Season</u>
✓ <u>Dr. Laura Larkner</u>	<u>June 19-25, 2007</u>

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of “Bodily Injury” or “Personal Injury” arising out of an employee or volunteer providing or failing to provide professional health care services.

**RECEIVED**

JUL 24 2007

HIBBS-HALLMARK & CO.

\_\_\_\_\_  
Authorized Agent



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**436 WALNUT STREET, P.O. BOX 1000**  
**PHILADELPHIA, PA 19106-3703**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 03/01/2007 **Endorsement #:** 001

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

THE FOLLOWING ARE ADDED AS NAMED INSUREDS: WHITE FAMILY HOLDING COMPANY ✓  
K-LAND ONE, LLC ✓  
K-LAND FOUR, LLC ✓

**RECEIVED**

APR 23 2007

HIBBS-HALLMARK & CO.

\* Invoice \*

**Kanakuk Kamps, Inc., K Kamps, Inc., Kukorp, Inc.**

C/O Hibbs Hallmark & Company  
 P.O. Box 8357  
 501 Shelley Drive  
 Tyler, TX 75711

March 2, 2007

Effective	Description	Gross Premium	Commission	Net Premium
03/01/2007	Camp Property and Liability Policy G21746459 Premium	\$ 157,142.00	\$ 23,571.30CR	\$ 133,570.70
03/01/2007	Camp Vehicles Policy H08178999 Premium	86,160.00	12,924.00 CR	73,236.00
Total Net Policy Premiums:				\$ 206,806.70

YOUR INSTALLMENTS ARE PAYABLE  
 TO OUR AGENCY AS FOLLOWS:

Due Date	Gross Premium	Commission	Net Premium
<i>Billed 3/10/07</i> 03/01/2007	\$ 72,992.00	\$ 10,948.59	\$ 62,043.41
05/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43
08/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43
11/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43

Account Number: 120060  
 Invoice Number: 8589



*cc: Acct 3-2-07*

**SCHEDULE OF LOCATIONS**

<u>Location</u>	<u>Address/Description</u>
001	1353-1355 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K1
002	20 K2 DRIVE ✓ LAMPE, MO 65681 CAMP K2
003	793 K WEST DRIVE ✓ LAMPE, MO 65681 CAMP K3
004	967 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K4
005	364 K-SEVEN DRIVE ✓ LAMPE, MO 65681 CAMP K7
006	1380 ETERNITY LANE ✓ SHELL KNOB, MO 65747 CAMP K KLASSIC
X 007	<i>Delete per fax 9-28-07 from Rich 833</i> 863 LAKESHORE DRIVE ✓ BRANSON, MO 65616 DWELLING LRO <i>K-Ministries</i>
008	844 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K GOLF
009	CAVE@SEC27 RANGE 26W, TOWNSHIP 21 ✓ EUREKA, MO 63025 CAMP PROGRAM SITE
010	BULL CREEK, ORCHARD LANE ✓ ROCKAWAY BEACH, MO 65740 CAMP PROGRAM SITE
011	MARTINS POINT, 340 LAKEVIEW ST ✓ HOLLISTER, MO 65672 CAMP PROGRAM SITE
012	NORTHFORK, ROUTE 1, BOX 4560 ✓ DORA, MO 65637 CAMP PROGRAM SITE
013	K-WILD, BUFFALO NATIONAL RIVER ✓ HARRISON, AR 72601 CAMP PROGRAM SITE
014	K-WET, TABLE ROCK LANE ✓ LAMPE, MO 65681 CAMP PROGRAM SITE
015	SEC. 18, TWP. 15 W, RANGE 21 N ✓ PARTHENON, AR 72666 CAMP PROGRAM SITE

016

*Kukoup*

SAINATO PROPERTY, 192 COMFORT LANE  
BRANSON, MO 65616  
30 ACRES VACANT LAND ✓

(7)

*Kukoup.*

*Maneth Property*  
*962 Lakeshore Drive*  
*Branson MO 65616*  
*1.9 Acres Vacant Land*

*Addey*  
*8-17-07* ✓

**LIABILITY COVERAGES**

	<u>Limits</u>
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate.....	\$2,000,000
Products/Completed Operations Aggregate.....	\$2,000,000
Personal & Advertising Injury .....	\$1,000,000
Each Occurrence.....	\$1,000,000
Damage to Premises Rented to You Limit.....	\$100,000
Medical Expense (Any One Person or Organization).....	\$5,000

**ADDITIONAL LIABILITY COVERAGES**

**ABUSE AND MOLESTATION (LD4Y64A)**

Each Act : \$1,000,000 Aggregate : \$2,000,000

**EMPLOYEE BENEFITS LIABILITY (LD9863)**

Retroactive Date : 05/01/2004 Each Claim : \$1,000,000 Aggregate : \$2,000,000

**ADDL INS -LESSOR OF LEASED EQUIPMENT (CG20280704)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 DIGITAL TRANSITIONS  
 873 BROADWAY #502  
 NEW YORK, NY 11747

**ADDL INS -LESSOR OF LEASED EQUIPMENT (CG20280704)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 AS REQUIRED BY CONTRACT

**ADD INS -DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

This Endorsement Applies To The Following :

Name of Person(s) or Organization(s)  
 CHISOLM ELEMENTARY ATTN: LAURI SULLIVAN  
 2300 SE 33RD  
 EDMOND, OK 73013  
 THE EMPIRE DISTRICT ELECTRIC CO  
 602 JOPLIN STREET  
 JOPLIN, MO 64801  
 KANAKUK MINISTRIES, INC.  
 1353 LAKESHORE DRIVE  
 BRANSON, MO 65616  
 NORTH PHOENIX BAPTIST CHURCH  
 ATTN: JUNE MORGAN, 5757 NORTH CENTRAL AVENUE  
 PHOENIX, AZ 85012

RENTAL SERVICE CORPORATION ATTN: CASEY WOODWORTH  
 605 STATE HIGHWAY 165  
 BRANSON, MO 65616

RENTAL SERVICE CORPORATION/PRIME EQUIPMENT  
 3200 HARBOR LANE, SUITE 100  
 PLYMOUTH, MN 55447  
 ANDY & JAMIE JO BRANER  
 176 MAPLE FOREST LANE  
 BRANSON, MO 65616  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT.  
 BASS PRO SHOPS  
 RISK MGT. DEPT./SPORTSMAN'S PARK CENTER

*Delete 9-28-07*



2500 EAST KEA Y, SPRINGFIELD, MO 65898

MARRIOTT HOTEL SERVICES, INC.(D/B/A PHILADELPHIA MARRIOTT DOWNTOWN)  
AND CHRISTIAN CAMP AND CONFERENCE ASSOCIATION  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
MOUNTAIN STATES CONSTRUCTORS. ATTN: STEVE & JOLEEN BENOIT  
8500 MENAUI BLVD., NE SUITE A-125  
ALBUQUERQUE, NM 87112

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
SHAWNEE MISSION NORTH HIGH SCHOOL, ATTN: PEGGY RICHARDSON  
7401 JOHNSON DR  
KANSAS CITY, MO 66208-4215

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
NEIGHBORHOOD CHAPEL  
1803 TIMBERLAKE RD  
BRANSON, MO 65616

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
PHILLIP D & MICHELLE SWATZELL  
155 WOODLEY ROAD  
WINNETKA, IL 60093

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
SHELL KNOB ELEMENTARY SCHOOL, ATTN: SUPERINTENDENT  
PO BPX 227  
SHELL KNOB, MO 65747

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
ANDY AND JAMIE JO BRANER  
176 MAPLE FOREST LANE  
BRANSON, MO 65616

**ADDITIONAL (LD9Z27)**

*Delete*  
This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
REX KILBOURNE  
PO BOX 100, 6133 KILBOURNE  
NEAVITT, MD 21652-0100  
Designation of Premises (PART LEASED TO YOU).  
009 CAVE@SEC27 RANGE 26W,TOWNSHIP 21  
EUREKA,MO 63025  
CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 010 BULL CREEK, ORCHARD LANE  
 ROCKAWAY BEACH,MO 65740  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 011 MARTINS POINT, 340 LAKEVIEW ST  
 HOLLISTER,MO 65672  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 MYRON MCKEE  
 ROUTE 1 BOX 4560  
 DORA, MO 65637  
 Designation of Premises (PART LEASED TO YOU).  
 012 NORTHFORK, ROUTE 1, BOX 4560  
 DORA,MO 65637  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 SECRETARY OF THE ARMY, U.S. CORPS OF ENGINEERS, DISTR. ENG  
 LITTLE ROCK DICTRICT, BOX 867  
 LITTLE ROCK, AR 72203-0867  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE  
 PO BOX 1172  
 HARRISON, AR 72602-1173  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ENCHANTED FOREST, ATTN: ROBERT GIRKIN  
 PO BOX 635  
 EUREKA SPRINGS, AR 72631  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)

~~HONEYSUCKEL INN, ATTN: RYAN RICHARDSON  
3598 SHEPHERD OF THE HILL EXPRESSWAY  
BRANSON, MO 65616~~

✓ Designation of Premises (PART LEASED TO YOU).  
014 K-WET, TABLE ROCK LANE  
LAMPE, MO 65681  
CAMP PROGRAM SITE

*Delete 9-28-07*

**FORMS AND ENDORSEMENT LISTING**

KK9459C ✓ CG24121185 ✓ LD3R16 ✓ LD9863 ✓ CG00011204 ✓ CG00670305 ✓ CG01340803 ✓ CG01350803 ✓ CG01881093 ✓ CG20210196 ✓ CG20280704 ✓ CG21470798 ✓ CG21651204 ✓ CG21670402 ✓ CG21671204 ✓ CG21721202 ✓ CG26251204 ✓ CG26431204 ✓ CG26501298 ✓ ILP0010104 ✓ IL00171198 ✓ IL00210702 ✓ IL01990702 ✓ IL02310702 ✓ IL02740300 ✓ LD11544 ✓ LD11545 ✓ LD17092 ✓ LD17626 ✓ LD4S35 ✓ LD4Y64A ✓ LD4241A ✓ LD9Z24 ✓ LD9Z27 ✓ CG02100987 ✓ MO2C57D ✓ ALL1S96 ✓ * ALL20887 ✓ ALL5X45 ✓ TRIA11A ✓ TRIA18 ✓	MISSOURI CHANGES ALL OWNED WATERCRAFT UNDER 26 FEET EXCLUSION-ASBESTOS EMPLOYEE BENEFITS LIABILITY END. COMM GENERAL LIABILITY COV. FORM EXCL - VIOLATION OF STATUTES THAT GOVERN EMAIL, FAX, PHONE OR CHANGES POLLUTION EXCLUSION- MISSOURI CHANGES GASOLINE RISKS POLLUTION EXCLUSION- MISSOURI AR CHANGES-LOSS INFORMATION ADDL INSURED-VOLUNTEERS ADDL INS-LESSOR OF LEASED EQUIPMENT EMPLOYMENT-RELATED PRACTICES EXCLUSION TOTAL POLLUTION EXCL FUNGI OR BACTERIA EXCLUSION FUNGI OR BACTERIA EXCLUSION NUCL; BIOLOG OR CHEM TERR EXCL (OTHER THAN CERT ACT OF TERR) MO CHANGES GUARANTY ASSOCIATION MO CHANGES - BINDING ARBITRATION ENDT MISSOURI CHANGES-MEDICAL PAYMENTS OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE COMMON POLICY CONDITIONS BROAD FORM NUCLEAR ENERGY EXCL ENDT ARKANSAS CHANGES-TRANSFER OF RIGHTS AR CHANGES MO CHANGES-CANCELLATION & NONRENEWAL EXCLUSION - MEDICAL PAYMENTS TO CAMPERS CAMP PROFESSIONAL HEALTH CARE COVERAGE 2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NO POLICYHOLDER NOTICE - EXCL VIOLATION OF STATUTES THAT GOVERN EXCLUSION - LEAD ABUSE AND MOLESTATION ENDORSEMENT ADDL INS-SPEC EMP PROF HEALTH CARE SER ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L ADDITIONAL INS MANAGERS OR LESSORS OF PREMIS - S&L AR CHANGES-CANCELLATION RESIDENT AGENT COUNTERSIGNATURE ENDT NOTICE TO OUR POLICYHOLDERS ACE PRODUCER COMPENSATION PRACTICES & POLICIES QUESTIONS ABOUT INSURANCE POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERA POLICY HOLDER NOTICE - MO
---	--

This Declaration, and the Coverage Forms(s) and Endorsements, if any, listed above and included, complete this policy.

Countersigned At: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_  
 Date: \_\_\_\_\_

## PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIABILITY COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except to the extent coverage is provided by this endorsement, this insurance does not apply to any claim or "suit" which seeks damages arising out of or in any way related, in whole or in part, to actual, alleged or threatened "physical abuse" or "sexual misconduct."

#### Limits of Insurance

Each Act of "Physical Abuse" or "Sexual Misconduct"

"Physical Abuse" or "Sexual Misconduct" Aggregate

*See pg 407 dec.*

1,000,000  
2,000,000

**Unless modified by this endorsement, all other provisions in the policy to which it is attached remain in effect.**

### 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies arising out of "physical abuse" or "sexual misconduct."

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 "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any act of "physical abuse" or "sexual misconduct" and settle any claim or "suit" that may result.

The amount we will pay for damages is limited as described in 3. LIMITS OF INSURANCE.

We will have no further obligation to pay any claim or judgment or defend any "suit" after the Limits of Insurance under this coverage form have been used up by the payment of judgments or settlements.

- b. This insurance applies to "bodily injury" or "personal injury" only:
- (1) if the "bodily injury" or "personal injury" is caused by an act of "physical abuse" or "sexual misconduct" committed in the "coverage territory"; and
  - (2) if the first instance of "physical abuse" or "sexual misconduct" against the person is committed during the policy period; and
  - (3) so long as the "bodily injury" or "personal injury" is sustained:
    - (a) during the policy period; or
    - (b) during any subsequent period in which we, or any company affiliated with us, have issued a policy which would apply to such "bodily injury" or "personal injury" except for the provision that the first instance of "physical abuse" or "sexual misconduct" against the person be committed during that policy period.

**2. WHO IS AN INSURED**

SECTION II - WHO IS AN INSURED, Part 2.a. is amended as follows:

With respect to this coverage, none of the following is an insured:

Any person or organization who participated in, directed, or, after becoming aware of "physical abuse" or "sexual misconduct," failed to act in a way to prevent "physical abuse" or "sexual misconduct" and/or failed to report to the authorities, any act of "physical abuse" or "sexual misconduct."

**3. LIMITS OF INSURANCE**

- a. For the purpose of the application of Limits of Insurance, all acts or omissions which cause or contribute to "physical abuse" or "sexual misconduct":

- Which is committed by the same individual; and
  - To which this insurance applies;

- Shall be deemed a single act which occurred at the time the first instance of such "physical abuse" or "sexual misconduct" commenced, and shall be subject to the Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance, regardless of the number of:

- Acts or omissions;
    - Persons injured;
    - Insureds responsible;
    - Locations involved; or,
    - Policy periods during which the "physical abuse" or "sexual misconduct" was committed.

- b. The Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance shown is the most we will pay in judgments or settlements for a single act of "physical abuse" or "sexual misconduct," or both. If this policy provides a General Aggregate limit, the "Physical Abuse" or "Sexual Misconduct" Aggregate limit shall be part of and not in addition to the General Aggregate limit. The most we will pay in total judgments or settlements during any policy period is the "Physical Abuse" or "Sexual Misconduct" Aggregate limit to the extent there is coverage available in any applicable General Aggregate limit.
- c. If this coverage form and any other coverage form or policy for the same policy period issued by us or any company affiliated with us apply, the maximum applicable limits of insurance available under all coverage forms or policies shall not exceed the highest applicable limits of insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or any affiliated company specifically to apply as excess insurance over this coverage form.

**4. DEFINITIONS**

With respect to the coverage provided by this endorsement, the definition of "bodily injury" includes mental anguish resulting from "physical abuse" or "sexual misconduct" of the person injured.

"Physical abuse" means actual, alleged, or threatened physical maltreatment.

"Sexual misconduct" means any conduct, whether actual, alleged, or threatened, of a sexual nature.

Authorized Agent

## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G2 17 46 45 9</b>	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.**

#### LIMITS OF INSURANCE

Each Claim Limit	\$	<u>1,000,000</u>	<i>See pg 4 of Dec.</i>
Aggregate Limit	\$	<u>2,000,000</u>	
Retroactive Date		<u>5/01/2004</u>	

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

#### INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

#### WHO IS AN INSURED

With respect to this endorsement, Section II— Who Is An Insured is modified to include employees only while authorized to act in the "administration" of your "employee benefits" programs.

#### EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

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

any failure of stock to perform as represented by you;  
any advice given by you to your employees to participate or not to participate in stock subscription plans; or  
any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) or Section 9319 of the Omnibus Budget Reconciliation Act of 1986 (Public Law 99-509) or any amendments to these Acts.

**LIMITS OF INSURANCE**

The Limits of Insurance shown in the Schedule of this endorsement and the rules below, fix the most we will pay regardless of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits."

The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement.

The Each Claim Limit is the most we will pay for damages arising out of any one claim or "suit."

The Limits of Insurance 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.

**SPECIAL DEDUCTIBLE**

A Special Deductible in the amount of \$1,000 applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

**ADDITIONAL DEFINITIONS**

The following additional definitions are added to Section V - Definitions:

"Employee benefits" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program.

"Administration" means any of the following acts that you do or authorize a person to do:

- Counseling employees, other than giving legal advice, on "employee benefits" programs;
- Interpreting your "employee benefits" programs;
- Handling records for your "employee benefits" programs; and
- Effecting enrollment, termination or cancellation of employees under your "employee benefits" programs.

"Administration" does not include:

- The failure of performance of any contract by any insurer;
- The failure of any investment plan to perform as represented by an insured;
- The inability of "employee benefit" programs to meet their obligation due to insolvency.



## EXTENDED REPORTING PERIOD

1. We will automatically provide an Extended Reporting Period as described in paragraphs 2. and 3. below if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown on this endorsement; or
    - (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.

Once in effect, the Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.

The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

---

Authorized Agent

## CAMP PROFESSIONAL HEALTH CARE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE

**Item 2. a. (1)** in **SECTION II - WHO IS AN INSURED** is amended to read as follows but only with respect to damages arising out of the providing or failing to provide professional health care services:

- (1) "Personal injury 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 volunteers 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 as a consequence of Paragraph **(1)(a)** above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above.

This amendment is applicable to "employee" or volunteer nurses, emergency medical technicians, physician's assistants or physicians (but only if the physician is scheduled as an additional insured under Additional Insured - Specified Employees Endorsement LD-4241) and only while performing duties in the conduct of your business.

If other valid and collectible insurance is available to any insured for coverage provided under this endorsement, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED - SPECIFIED EMPLOYEES  
PROFESSIONAL HEALTH CARE SERVICES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			TO
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 2.a(1)(d) of SECTION II - "WHO IS AN INSURED" does not apply to the following position(s):

Position

Contract of Job Description

Camp Doctor

2007 Camp Season

*Dr. Laura Larkner*

*June 19-25, 2007*

*See  
policy*

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of "Bodily Injury" or "Personal Injury" arising out of an employee or volunteer providing or failing to provide professional health care services.

Authorized Agent

**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 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:
  - (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 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.

### 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 only if you are in the business of manufacturing, distributing, 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:

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

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 from equipment used to heat that building;
- (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 the operation of any of the 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" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

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

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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



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

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

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

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

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Prior To Policy Period

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

### d. Criminal Acts

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

### e. Contractual Liability

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

### f. Breach Of Contract

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

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

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

### h. Wrong Description Of Prices

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

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

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

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

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

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (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.

**I. 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 or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (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".

**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:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) 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 taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**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 costs taxed against the insured in the "suit".
- 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - 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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. 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.
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; and
  - b. Medical expenses under Coverage C 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 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.

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 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.

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

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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
  - (d) 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.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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.

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:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations 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 land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "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:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in a. above;
    - The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - "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 a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 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 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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:
- 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;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - 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 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 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.
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 – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

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:
- DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- 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:
- DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**
- "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Policy Number: G2 17 46 45 9

COMMERCIAL GENERAL LIABILITY  
CG 01 34 08 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – GASOLINE RISKS – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.

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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)**

**A. Condition 10. Your Right to Claim and "Occurrence" Information of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:**

**10. Your Right to Claim and "Occurrence" Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received. We will also include any estimated reserves on reported "occurrences".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "occurrence", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

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

**B. Paragraph 5. of SECTION V - EXTENDED REPORTING PERIODS is replaced by the following:**

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. of SECTION V - EXTENDED REPORTING PERIODS, ends.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

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

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



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

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

#### Classification:

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

- A.** The following is added to paragraph 5. of the CANCELLATION Common Policy Condition:
- If the first Named Insured cancels this policy:
- a. We will retain the premium developed for any annual policy period for the classifications, if any, shown in the Schedule.
  - b. In no event will the premium we retain be less than \$100.
- B.** The following is added to the CANCELLATION Common Policy Condition:
7. Cancellation Of Policies In Effect More Than 60 Days
    - a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
      - (1) Nonpayment of premium;
      - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
      - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
      - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
    - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
    - (6) A material violation of a material provision of the policy.
  - b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.
 

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days prior to the effective date of cancellation.
- C.** The following is added to the Common Policy Conditions:
- G. MULTI-YEAR POLICIES**
- We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.



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

## **ADDITIONAL INSURED - VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

**1. "Bodily injury" or "personal 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 your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
- b.** To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph 1.a. above;

**c.** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1.a. or b. above; or

**d.** Arising out of his or her providing or failing to provide professional health care services.

**2. "Property damage" to property:**

**a.** Owned, occupied, or used by,

**b.** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

**TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

This insurance does not apply to:

**f. Pollution**

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

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
  - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

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

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

## **FUNGI OR BACTERIA 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:  
**Fungi or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.
- 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:  
**Fungi or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
  - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**  
"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

## **FUNGI OR BACTERIA 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:

**Fungi Or Bacteria**

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

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

**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:

**Fungi Or Bacteria**

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

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

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is not a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. 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
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

**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 concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph b. of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. 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. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.



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

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

ALL OWNED WATERCRAFT UNDER 26 FT.

**Additional Premium:**

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

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

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

## **MISSOURI CHANGES – GUARANTY ASSOCIATION**

This endorsement modifies insurance provided under the following:

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

### Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - 1.** Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- 2.** Payments made by the Association for covered claims will include only that amount of each claim which is:
  - a.** In excess of \$100; and
  - b.** Less than \$300,000.

However, the Association will not:

- (1)** Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2)** Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

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

## **MISSOURI CHANGES – BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

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

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

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

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

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

## **MISSOURI CHANGES – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Paragraph 1.a. of Coverage C. Medical Payments** is replaced with the following:

#### **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:

- (1)** The accident takes place in the "coverage territory" and during the policy period;

- (2)** The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (3)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

## MISSOURI CHANGES

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL PROPERTY COVERAGE FORM  
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 (Advantage Series Only)  
 COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

The section titled OUR CANCELLATION under 3. CANCELLATION AND CHANGE in the COMMON POLICY CONDITIONS is deleted and replaced with the following:

**OUR CANCELLATION**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
2. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - A. Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy.
  - B. Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - C. We become insolvent; or,
  - D. We involuntarily lose reinsurance for this policy.
3. 60 days before the effective date of cancellation if we cancel for any other reason.

We will then refund any unearned portion of the premium you paid, on a pro rata basis.

We may refund the unearned premium at the time of cancellation or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as provided above.

**NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

**APPRAISAL**

The APPRAISAL section of the Commercial Property Conditions is replaced by the following:

If we and you disagree on the value of the property or the amount of loss ("loss"), both parties may agree to an appraisal of the loss ("loss") and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

~~If there is an appraisal, we will still retain our right to deny the claim.~~

**SUITS AGAINST US**

The SUITS AGAINST US section of the Commercial Property Conditions is replaced by the following:

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within ten years after the date on which the direct physical loss or damage occurred.

**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- b. Payments made by the Association for covered claims will include only the amount of each claim which is:
  - (1) In excess of \$100; and
  - (2) Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

Authorized Agent

## EXCLUSION — ASBESTOS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- FARM COVERAGE FORM**
- LIQUOR LIABILITY COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- POLLUTION LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

\_\_\_\_\_  
Authorized Agent

**EXCLUSION - LEAD**

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G2 17 46 45 9</b>	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement amends all insurance provided under the following:**

- COMMERCIAL GENERAL LIABILITY FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK**
  
- THE COMBINE POLICY - SECTION II**
- COMMERCIAL FARM POLICY - SECTION II**
- FARMERS PACKAGE POLICY - SECTION II**

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

\_\_\_\_\_  
Authorized Agent



### ADDITIONAL INSURED - SPECIFIED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Name of Person or Organization:

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the **Schedule** as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED - SPECIFIED MANAGERS OR LESSORS OF PREMISES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**1. Designation of Premises (Part Leased or Licensed to You):**

**2. Name of Person or Organization:**

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

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the **Schedule**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased or licensed to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after the term of your lease to occupy, or license to use, the premises has expired.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
3. Any "occurrence" not arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

## EXCLUSION - MEDICAL PAYMENTS TO CAMPERS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage C - Medical Payments:

**i. Camper**

We will not pay expenses for "bodily injury" to any camper.

\_\_\_\_\_  
Authorized Agent

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ 803.00

\_\_\_\_\_  
Authorized Agent



ace usa

Insurance Company

Policyholder

Policy Number

Broker/Producer

## MISSOURI POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE - NON-CERTIFIED LOSSES

Missouri: The following statement is required to be part of the disclosure notice in MISSOURI:

Note: Be advised that while this policy does provide coverage for certain terrorism losses in compliance with the Federal Terrorism Risk Insurance Act of 2002, it does not cover all types of terrorism losses, and in fact, excludes coverage for certain losses, such as those that are the result of a terrorist act that was not committed on behalf of any foreign person or foreign government and exceeds an aggregate cost to the insurance industry of \$25 million. You are not covered for such losses unless your insurance company has offered you additional terrorism coverage for such losses and you have paid an additional premium for that coverage, if required to do so by the insurance company.

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

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

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

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

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

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

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

## 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 EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
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.**

**ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b. We will refund the pro rata unearned premium if the policy is:
    - (1) Cancelled by us or at our request;
    - (2) Cancelled but rewritten with us or in our company group;
    - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
  - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
    - (1) We will retain no less than \$250 of the premium for the Boiler And Machinery Coverage Part.
    - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
    - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation Common Policy Condition**:

**7. Cancellation Of Policies In Effect More Than 60 Days**

a. ~~If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:~~

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) ~~If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;~~
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

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

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

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

**B.** With respect to the:

Boiler And Machinery Coverage Part  
Businessowners Policy  
Commercial Crime Coverage Part  
Commercial General Liability Coverage Part  
Commercial Property – Legal Liability Coverage Form **CP 00 40**  
Commercial Property – Mortgage Holders Errors And Omissions Coverage Form **CP 00 70**  
Employment-Related Practices Liability Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) We become insolvent; or
    - (4) We involuntarily lose reinsurance for this policy.

- c. 60 days before the effective date of cancellation if we cancel for any other reason.

**NONRENEWAL**

- 2. The following is added and supersedes any provision to the contrary:
  - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

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

**C. With respect to the:**

Commercial Property Coverage Part  
 Farm Property – Other Farm Provisions Form –  
 Additional Coverages, Conditions, Definitions  
 Coverage Form  
 Farm – Livestock Coverage Form  
 Farm – Mobile Agricultural  
 Machinery And Equipment  
 Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

**CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE**

- 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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:

- a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if 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:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.

- 5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action 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.

## 2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

---

### COVERAGE FORM CHANGES

---

#### **REDUCTIONS IN COVERAGE**

##### **REVISED MOBILE EQUIPMENT COVERAGE:**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain coverage, for land vehicles subject to compulsory or financial responsibility laws or other motor vehicle insurance laws you should consider a Commercial Automobile policy.

##### **ELECTRONIC DATA EXCLUSION**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)
- CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

An exclusion for Electronic Data has been added to these policies to reinforce that coverage for electronic data is not intended to be provided under these policies. This may be considered a reduction in coverage.

**MEDICAL PAYMENTS - ATHLETICS ACTIVITIES EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)

The Athletics Activities exclusion under Coverage C - Medical Payments has been revised to more clearly express what types of athletic activities are excluded with respect to medical payments. Medical expenses are not intended to be provided to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This may be considered a reduction in coverage.

**OTHER INSURANCE**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

Prior to this revision, if you were added as an additional insured to another policy, the policy would be excess over that insurance for damages arising out of the premises or operations. The Other Insurance Condition has been revised so that now if you are added as an additional insured to another policy this policy is excess over that insurance for damages arising out of both the premises or operations AND the products and completed operations. (See also Broadenings of Coverage)

**LIQUOR LICENSE NOT IN EFFECT EXCLUSION**

CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)

CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)

Prior to this revision, this exclusion precluded coverage when your liquor license was suspended, expired, cancelled or revoked. The exclusion has been revised so that now it applies if your liquor license was suspended, expired, cancelled, revoked OR not in effect

**BROADENINGS IN COVERAGE****POLLUTION EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Forms - Coverage For Operations Or Designated Contractor

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.



## **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

### **WAR EXCLUSION**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)
- CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)
- CG 00 35 12 04 -- Railroad Protective Liability Coverage Part
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Occurrence)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)
- CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

We have incorporated the war exclusion (formerly added via mandatory endorsement) directly into these policies.

---

## NEW COVERAGE FORMS

---

### **CG 00 65 12 04 -- Electronic Data Liability Coverage Form**

The Electronic Data Liability Coverage Form provides coverage for certain damages because of loss of electronic data caused by an electronic data incident. Coverage will apply only if the loss of electronic data is caused by an electronic data incident that takes place in the coverage territory and that did not occur before the retroactive date or after the end of the policy period. Since the coverage under this coverage form is provided on a claims-made basis, a claim for damages must first be made during the policy period or during an Extended Reporting Period, if one is provided.

An electronic data incident is defined in the form to mean an accident, or a negligent act, error or omission, or a series of causally related accidents, negligent acts, or errors or omissions, which results in loss of electronic data.

### **CG 00 66 12 04 -- Product Withdrawal Coverage Form**

The Product Withdrawal Coverage Form provides coverage for various product withdrawal-related expenses incurred by you because of a covered product withdrawal and provides liability coverage for damages you become legally obligated to pay, including defense costs, arising out of a covered product withdrawal.

---

## MULTISTATE ENDORSEMENTS

---

### ***BROADENINGS IN COVERAGE***

#### ***Existing Endorsements***

#### **CG 04 28 12 04 -- Pollution Exclusion - Named Peril Limited Exception For A Short Term Pollution Event**

#### **CG 04 29 12 04 -- Pollution Exclusion - Limited Exception For A Short-Term Pollution Event**

#### **CG 21 65 12 04 -- Total Pollution Exclusion With A Building Equipment Exception And A Hostile Fire Exception**

The exception to the Pollution Exclusion in these endorsements which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

#### **CG 22 98 12 04 -- Exclusion - Internet Service Providers And Internet Access Providers Errors and Omissions**

#### **CG 22 99 12 04 -- Professional Liability Exclusion - Web-Site Designers**

With this revised endorsement attached to your policy, internet providers and web-site designers are provided personal and advertising injury coverage for false arrest, malicious prosecution and wrongful eviction offenses. This coverage was not previously afforded under your policy.

#### **CG 28 07 12 04 -- Principals Protective Liability Coverage**

The exception to the Pollution Exclusion in this endorsement which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

## ***New Endorsements***

### **CG 31 72 12 04 -- Coverage Extension - Coverage A - Product Restoration Expense**

When this endorsement is attached to your Product Withdrawal Coverage Form, your coverage will be extended to include extra expenses such as the redesign of your product, the costs of regaining your market share, goodwill or profit because of a product withdrawal.

### **CG 31 73 12 04 -- Extended Reporting Period Endorsement For Electronic Data Liability Coverage**

When this endorsement is attached to your Electronic Data Liability Coverage Form, you will have an extended period of time (3 years) after the end of the policy period to make a claim for loss of electronic data that occurred before the end of your policy period (but not before any applicable Retroactive Date).

## ***REDUCTIONS IN COVERAGE***

### ***Existing Endorsements***

#### **CG 04 36 12 04 -- Limited Product Withdrawal Expense Endorsement**

Deductible and Participation Percentage provisions have been added to the endorsement. If a deductible and/or participation percentage are indicated in the Schedule of the endorsement, you will be required to participate in the loss. Also, product withdrawal expenses will no longer be provided for trade dress infringement. In addition, any fines, penalties, punitive or exemplary damages, or pollution-related expenses arising out of a product withdrawal will be excluded. A Concealment Or Fraud provision has been added to the endorsement which states that no coverage will be provided if you or any other insured engage in fraudulent conduct or intentionally conceal or misrepresent a material fact related to a product withdrawal or product withdrawal expenses incurred by you.

#### **CG 21 66 12 04- Exclusion - Volunteer Workers**

If you previously had volunteer workers who operated autos, aircraft or watercraft not owned by, or rented or loaned to any insured, liability arising out of the ownership, maintenance or entrustment to others of any aircraft, auto or watercraft operated by volunteer workers will no longer be covered under your policy.

### ***New Endorsements***

#### **CG 21 86 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 66 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 67 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

When this endorsement is attached to your policy, any liability arising out of, caused by, or attributable to EIFS, will be excluded. To the extent that current policy exclusions do not already apply to EIFS-related liability, attachment of this endorsement will result in a reduction of coverage.

#### **CG 23 01 12 04 -- Exclusion - Real Estate Agents Errors Or Omissions**

When this endorsement is attached to your policy, the professional services of a real estate agent will be excluded. To the extent that professional services of real estate agents may be covered under your policy, attachment of this endorsement may result in a reduction of coverage.

**CG 31 68 12 04 -- Exclusion - Coverage A - Product Withdrawal Expense**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for product withdrawal expenses that you incur as a result of a product withdrawal.

**CG 31 69 12 04 -- Exclusion - Coverage B - Product Withdrawal Liability**

When this endorsement is attached to your Product Withdrawal Coverage Form, no liability coverage will be provided for damages resulting from product withdrawal expenses incurred by a third-party because of a product withdrawal that you initiate.

**CG 31 70 12 04 -- Exclusion - Product Tampering**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for a product withdrawal which results from known or suspected product tampering.

**CG 31 71 12 04 -- Exclusion - Product Replacement, Repair Or Repurchase**

When this endorsement is attached to your Product Withdrawal Coverage Form, the costs of replacing, repairing or repurchasing of your product after a product withdrawal will not be covered as product withdrawal expenses.

**CG 31 74 12 04 -- Exclusion Of Newly Acquired Organizations As Insureds**

When this endorsement is attached to your Product Withdrawal Coverage Form, a product withdrawal initiated by an organization that you newly acquire or form will not be covered under your policy.

**CLARIFICATIONS OR NO IMPACT IN COVERAGE****CG 04 37 12 04 -- Electronic Data Liability**

This revised endorsement indicates that the Electronic Data Exclusion that was added to your General Liability coverage form(s) does not apply to the coverage provided under this endorsement.

**CG 21 42 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations)****CG 21 43 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations Excepted)**

The reference to the Products/Completed Operations Coverage Part has been removed from these endorsements since the exclusion being added by these endorsements does not apply to property damage included within the products-completed operations hazard.

**CG 24 05 12 04 -- Financial Institutions Fiduciary Interest Only**

The title of CG 24 05 is revised and provisions contained in endorsement CG 24 11 have been included. With this revision, you will no longer have both endorsements CG 24 05 and CG 24 11 attached to your policy to limit coverage to damages solely arising out of your trust operations. CG 24 05 will now be the only endorsement necessary to limit the coverage to your fiduciary interest only.

**CG 21 67 12 04 Fungi Or Bacteria Exclusion (for use with Commercial General Liability Coverage Form)**

**CG 24 25 12 04 Limited Fungi Or Bacteria Coverage (for use with Commercial General Liability Coverage Form)**

**CG 31 31 12 04 Fungi Or Bacteria Exclusion (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

**CG 31 32 12 04 Limited Fungi Or Bacteria Coverage (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

The term "consumption" in these endorsements has been replaced with the term "bodily consumption" to reinforce that the limitations/exclusions do not extend to goods or products not intended for bodily consumption (e.g., building materials, such as sheetrock, used during the construction/repair of a building). Endorsements CG 24 25 and CG 31 32 have also been revised to stress that other specified limits of insurance in the policy will continue to apply to losses arising out of fungi or bacteria incidents, but only when the Fungi Or Bacteria Liability Aggregate Limit has not been exhausted.



**ace usa**

## General Liability Notice to Policyholders

Policy Number: G2 17 46 45 9

### **EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION**

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the exclusion for violation of statutes that govern e-mails, fax phone calls or other methods of sending material or information is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsement attached to your policy, carefully.

This notice contains a brief synopsis of the following endorsement:

- CG 00 67 03 05 - Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury and property damage under Coverage A and personal and advertising injury under Coverage B, arising directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This is a reduction in coverage in states where, absent the wording of this endorsement, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.

# Countersignature Endorsement Request

COMPANY \_\_\_\_\_

TO: Countersigning Agent: **NAME** \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRODUCING OFFICE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRODUCING AGENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTERSIGNING AGENT** – Please sign original (if attached) or Copy #1, prepare a bill to Producing Agent, (shown above) for fee and forward to Producing Office. Retain Copy #3 for your records.

**PRODUCING AGENT** – Detach Endorsement on bottom of this sheet or original policy and forward to Insured. Remit countersigning fee to Countersigning Agent per attached bill.

COVERAGES	PREMIUM	COUNTERSIGNING COMMISSION	
		RATE	AMOUNT
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____

Non-Resident License # \_\_\_\_\_

## COUNTERSIGNATURE ENDORSEMENT

FOR THE STATE OF \_\_\_\_\_

This is to certify that the policy of insurance to which this endorsement is attached represents business in the above State transacted through the below named resident agent licensed by the Insurance Department of said State, and that such agent, whose name is signed below this certificate, is duly licensed to act as such for this Company in said State.

Attached to Policy No. G2 17 46 45 9 Policy Term \_\_\_\_\_

Issued to \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent

# Notice To Our Policyholders

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

For information regarding this policy, please contact your agent or broker.  
If you are unable to reach your agent or broker, you may contact

ACE USA  
Customer Service

---

---

---

---

---





### ACE Producer Compensation Practices & Policies

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

## QUESTIONS ABOUT YOUR INSURANCE?

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462.



ACE USA

# DECLARATIONS

# BROKER COPY

**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

*Add: 3/01/07:*  
*White Family Holdings Co.*  
*K-Land One LLC*  
*K-Land Two LLC*  
**RECEIVED**

APR 10 2007

HIBBS-HALLMARK & CO.

**Marketing Office :** SPECIALTY PROGRAMS  
**Policy is :** RENEWAL  
**Named Insured is :** CORPORATION

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

## PREMIUM PAYMENT CONDITIONS

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	03/01/2007 of	\$47,144	<i>Billed 3-1-07</i>
Payment Due	05/01/2007 of	\$36,666	<i>Billed 4-10-07</i>
Payment Due	08/01/2007 of	\$36,666	<i>Billed 7-10-07</i>
Payment Due	11/01/2007 of	\$36,666	<i>Billed 10-10-07</i>
Total Payment .....		\$157,142	

## SUMMARY OF COVERAGES

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM



ACE USA

# DECLARATIONS

# BROKER CO.

**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

Policy ID : G2 17 46 45 9  
Policy Symbol : OGL  
Bill Plan : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC.  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

*Add: 3/01/07:  
White Family Holding Co.  
K-Land One LLC  
K-Land Two LLC*  
**RECEIVED**  
APR 10 2007

**Marketing Office :** SPECIALTY PROGRAMS  
**Policy is :** RENEWAL  
**Named Insured is :** CORPORATION

HIBBS HALLMARK & CO.

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

## PREMIUM PAYMENT CONDITIONS

**Payment Plan :** QUARTERLY Consisting of Payment(s) as Follows :

Payment Due	03/01/2007 of	\$47,144	<i>Billed 3-1-07</i>
Payment Due	05/01/2007 of	\$36,666	<i>Billed 4-10-07</i>
Payment Due	08/01/2007 of	\$36,666	<i>Billed 7-10-07</i>
Payment Due	11/01/2007 of	\$36,666	<i>Billed 10-10-07</i>
Total Payment	.....	\$157,142	

## SUMMARY OF COVERAGES

The following coverage form(s) are provided subject to all of the terms and conditions of this policy.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 11/26/2007 **Endorsement #:** 007

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD TOWN & COUNTRY RESORT & CONVENTION CENTER, ETAL AS ADDITIONAL INSURED.

**RECEIVED**

NOV 28 2007

HIBBS-HALLMARK & CO.

### ADDITIONAL INSURED – SPECIFIED PERSON OR ORGANIZATION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### SCHEDULE

**Name of Person or Organization:**

TOWN & COUNTRY RESORT & CONVENTION CENTER,  
 ITS OWNER, MANAGEMENT COMPANY, AGENTS, SERVANTS  
 AND EMPLOYEES AND  
 THE CHRISTIAN CAMP AND CONFERENCE ASSOCIATION (CCCA)

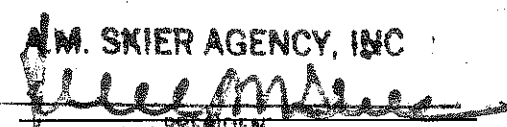
THE 2007 NATIONAL CCCA CONVENTION & EXHIBITION IS TO BE HELD AT  
 TOWN & COUNTRY RESORT & CONVENTION CENTER, 500 HOTEL CIRCLE NORTH,  
 SAN DIEGO CA 92108 ON NOVEMBER 26, 2007 - NOVEMBER 28, 2007.

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the **Schedule** as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

RECEIVED

NOV 28 2007

HIBBS-HALLMARK & CO.

M. SKIER AGENCY, INC  
  
 Authorized Agent

\* Invoice \*

**Kanakuk Kamps, Inc., K Kamps, Inc., Kukorp, Inc.**

C/O Hibbs Hallmark & Company  
 P.O. Box 8357  
 501 Shelley Drive  
 Tyler, TX 75711

October 31, 2007

\*\*\*\*\*

Effective	Description	Gross Premium	Commission	Net Premium
08/27/2007	Camp Property and Liability Policy G21746459 Delete Location 7	\$ 58.00 CR	\$ 8.70	\$ 49.30 CR
09/28/2007	Camp Liability Policy G21746459 Various Liability Changes	906.00	135.90 CR	770.10

Please Pay This Net Amount: \$ 720.80

*Billed  
11-15-07  
SRA  
cc: Acc 769  
11-15-07*

Account Number: 120060  
 Invoice Number: 10623





ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**BROKER COPY**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent : 272735**  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 09/28/2007 **Endorsement #:** 006

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Total Premium is increased by \$906.

Your premium change is applied as follows:  
PAYMENT Due 09/28/2007 of

\$906.

*Billed 11-15-07  
DPC*

**OTHER**

- ✓ DELETE RENTAL SERVICE CORP. & HONEYSUCKEL INN AS ADDITIONAL INSUREDS.
- ✓ LOCATION 1-DELETE 2 HORSES & INCREASE NUMBER OF POOLS TO 2 ✓
- ✓ LOCATION 2-INCREASE NUMBER OF BOATS TO 12, ADD 8 WAVERUNNERS & 2 HORSES. ✓
- ✓ LOCATION 3-ADD 1 WAVERUNNER & INCREASE NUMBER OF WATERSLIDES TO 2. ✓
- ✓ LOCATION 4-DECREASE NUMBER OF BOATS TO 4 & INCREASE NUMBER OF WATERSLIDES TO 3 ✓
- ✓ LOCATION 5-ADD 1 WAVERUNNER & INCREASE NUMBER OF WATERSLIDES TO 2. ✓
- ✓ LOCATION 6-ADD 1 WAVERUNNER & 1 WATERSLIDE. ✓
- ✓ LOCATION 16-ADD 1 DWELLING. ✓

**RECEIVED**  
NOV 09 2007  
HIBBS-HALLMARK & CO.

**BROKER COPY**

Electronically Filed - CHRISTIAN - October 27, 2023 - 03:08 PM





ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**BROKER COPY**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Agent : 272735**  
A M SKIER AGENCY  
209 MAIN AVENUE  
HAWLEY, PA 18428

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 08/27/2007 **Endorsement #:** 005

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Total Premium is decreased by \$58.

Your premium change is applied as follows:  
REFUND Due 08/27/2007 of

\$58.

*Called 11-15-07  
GB*

**OTHER**

DELETE LOCATION 7-863 LAKE SHORE DRIVE, BRANSON, MO.

**RECEIVED**

NOV 09 2007

HIBBS-HALLMARK & CO.

**BROKER COPY**  
PRODUCER 10/29/07 AS6

53  
LD-9X51

07302

Page 001 Of 001

Electronically Filed - CHRISTIAN - October 27, 2023 - 03:08 PM



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**436 WALNUT STREET, P.O. BOX 1000**  
**PHILADELPHIA, PA 19106-3703**

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 08/17/2007 **Endorsement #:** 004

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

ADD THE FOLLOWING LOCATION WITH 1.9 ACRES OF VACANT LAND: MANETH PROPERTY  
962 LAKESHORE DRIVE  
BRANSON MO 65616

**RECEIVED**

SEP 24 2007

HBBS-HALLMARK & CO.



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**436 WALNUT STREET, P.O. BOX 1000**  
**PHILADELPHIA, PA 19106-3703**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 03/01/2007 **Endorsement #:** 003

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

DELETE NEIGHBORHOOD CHAPEL AS ADDITIONAL INSURED.

**RECEIVED**

JUL 10 2007

HIBBS-HALLMARK & CO.



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
ACE AMERICAN INSURANCE COMPANY  
436 WALNUT STREET, P.O. BOX 1000  
PHILADELPHIA, PA 19106-3703

**Policy ID** : G2 17 46 45 9  
**Policy Symbol** : OGL  
**Bill Plan** : PRODUCER

**Named Insured :**  
KANAKUK-KAMPS, INC., K KAMPS INC.,  
KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
1353 LAKESHORE DRIVE  
BRANSON, MO 65616

**Policy Period** : From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

**Endorsement Effective Date:** 03/01/2007 **Endorsement #:** 002

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

**OTHER**

✓ DELETE MARRIOTT HOTEL SERVICES, INC. & MOUNTAIN STATES CONSTRUCTORS, INC.

✓ CHANGE WORDING ON FORM LD-4241A TO READ AS FOLLOWS:  
CAMP DOCTORS 2007 CAMP SEASON  
DR. LAURA LARKNER JUNE 19-25, 2007

**RECEIVED**

JUL 24 2007

HIBBS-HALLMARK & CO.

**ADDITIONAL INSURED – SPECIFIED EMPLOYEES  
PROFESSIONAL HEALTH CARE SERVICES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Paragraph 2.a (1) (d) of SECTION II – “WHO IS AN INSURED” does not apply to the following position(s):

Position	Contract of Job Description
✓ Camp Doctors	2007 Camp Season
✓ Dr. Laura Larkner	June 19-25, 2007

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of “Bodily Injury” or “Personal Injury” arising out of an employee or volunteer providing or failing to provide professional health care services.

**RECEIVED**

JUL 24 2007

HIBBS-HALLMARK & CO.

\_\_\_\_\_  
Authorized Agent



ACE USA

**DECLARATIONS UPDATE ENDORSEMENT**  
**COMMERCIAL GENERAL LIABILITY - OCCURRENCE FORM**  
**ACE AMERICAN INSURANCE COMPANY**  
**436 WALNUT STREET, P.O. BOX 1000**  
**PHILADELPHIA, PA 19106-3703**

**Policy ID : G2 17 46 45 9**  
**Policy Symbol : OGL**  
**Bill Plan : PRODUCER**

**Named Insured :**

KANAKUK-KAMPS, INC., K KAMPS INC.,  
 KUKORP, LLC, WHITE FAMILY HOLDING COMPANY  
 1353 LAKESHORE DRIVE  
 BRANSON, MO 65616

**Policy Period :** From 03/01/2007 To 03/01/2008, 12:01 A.M., Standard Time at Your Mailing Address Shown Above.

---

**Endorsement Effective Date:** 03/01/2007      **Endorsement #:** 001

Elements of your policy Declarations are changed as shown below. All other elements of your policy Declarations are not affected by this Endorsement. These changes apply to loss, injury, or damage which occur(s) on or after the effective date shown above.

---

**REVISED PREMIUM PAYMENT CONDITIONS**

Your Premium has not changed.

---

**OTHER**

THE FOLLOWING ARE ADDED AS NAMED INSUREDS: WHITE FAMILY HOLDING COMPANY ✓  
 K-LAND ONE, LLC ✓  
 K-LAND FOUR, LLC ✓

**RECEIVED**

APR 23 2007

HIBBS-HALLMARK & CO.

\* Invoice \*

**Kanakuk Kamps, Inc., K Kamps, Inc., Kukorp, Inc.**

C/O Hibbs Hallmark & Company  
 P.O. Box 8357  
 501 Shelley Drive  
 Tyler, TX 75711

March 2, 2007

Effective	Description	Gross Premium	Commission	Net Premium
03/01/2007	Camp Property and Liability Policy G21746459 Premium	\$ 157,142.00	\$ 23,571.30CR	\$ 133,570.70
03/01/2007	Camp Vehicles Policy H08178999 Premium	86,160.00	12,924.00 CR	73,236.00
Total Net Policy Premiums:				\$ 206,806.70

YOUR INSTALLMENTS ARE PAYABLE  
 TO OUR AGENCY AS FOLLOWS:

Due Date	Gross Premium	Commission	Net Premium
<i>Billed 3/10/07</i> 03/01/2007	\$ 72,992.00	\$ 10,948.59	\$ 62,043.41
05/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43
08/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43
11/01/2007	\$ 56,770.00	\$ 8,515.57	\$ 48,254.43

Account Number: 120060  
 Invoice Number: 8589



*cc: Acct 3-2-07*

**SCHEDULE OF LOCATIONS**

<u>Location</u>	<u>Address/Description</u>
001	1353-1355 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K1
002	20 K2 DRIVE ✓ LAMPE, MO 65681 CAMP K2
003	793 K WEST DRIVE ✓ LAMPE, MO 65681 CAMP K3
004	967 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K4
005	364 K-SEVEN DRIVE ✓ LAMPE, MO 65681 CAMP K7
006	1380 ETERNITY LANE ✓ SHELL KNOB, MO 65747 CAMP K KLASSIC
X 007	<i>Delete per fax 9-28-07 from Rich 833</i> 863 LAKESHORE DRIVE ✓ BRANSON, MO 65616 DWELLING LRO <i>K-Ministries</i>
008	844 LAKESHORE DRIVE ✓ BRANSON, MO 65616 CAMP K GOLF
009	CAVE@SEC27 RANGE 26W, TOWNSHIP 21 ✓ EUREKA, MO 63025 CAMP PROGRAM SITE
010	BULL CREEK, ORCHARD LANE ✓ ROCKAWAY BEACH, MO 65740 CAMP PROGRAM SITE
011	MARTINS POINT, 340 LAKEVIEW ST ✓ HOLLISTER, MO 65672 CAMP PROGRAM SITE
012	NORTHFORK, ROUTE 1, BOX 4560 ✓ DORA, MO 65637 CAMP PROGRAM SITE
013	K-WILD, BUFFALO NATIONAL RIVER ✓ HARRISON, AR 72601 CAMP PROGRAM SITE
014	K-WET, TABLE ROCK LANE ✓ LAMPE, MO 65681 CAMP PROGRAM SITE
015	SEC. 18, TWP. 15 W, RANGE 21 N ✓ PARTHENON, AR 72666 CAMP PROGRAM SITE



016

*Kukoup*

SAINATO PROPERTY, 192 COMFORT LANE  
BRANSON, MO 65616  
30 ACRES VACANT LAND ✓

(7)

*Kukoup.*

*Maneth Property*  
*962 Lakeshore Drive*  
*Branson MO 65616*  
*1.9 Acres Vacant Land*

*Addey*  
*8-17-07* ✓



2500 EAST KEA Y, SPRINGFIELD, MO 65898

MARRIOTT HOTEL SERVICES, INC.(D/B/A PHILADELPHIA MARRIOTT DOWNTOWN)  
AND CHRISTIAN CAMP AND CONFERENCE ASSOCIATION  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT  
AS REQUIRED BY CONTRACT

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
MOUNTAIN STATES CONSTRUCTORS. ATTN: STEVE & JOLEEN BENOIT  
8500 MENAUI BLVD., NE SUITE A-125  
ALBUQUERQUE, NM 87112

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
SHAWNEE MISSION NORTH HIGH SCHOOL, ATTN: PEGGY RICHARDSON  
7401 JOHNSON DR  
KANSAS CITY, MO 66208-4215

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
NEIGHBORHOOD CHAPEL  
1803 TIMBERLAKE RD  
BRANSON, MO 65616

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
PHILLIP D & MICHELLE SWATZELL  
155 WOODLEY ROAD  
WINNETKA, IL 60093

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
SHELL KNOB ELEMENTARY SCHOOL, ATTN: SUPERINTENDENT  
PO BPX 227  
SHELL KNOB, MO 65747

**ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L (LD9Z24)**

*Delete*  
This Endorsement Applies To The Following :  
Name of Person(s) or Organization(s)  
ANDY AND JAMIE JO BRANER  
176 MAPLE FOREST LANE  
BRANSON, MO 65616

**ADDITIONAL (LD9Z27)**

*Delete*  
This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)  
REX KILBOURNE  
PO BOX 100, 6133 KILBOURNE  
NEAVITT, MD 21652-0100  
Designation of Premises (PART LEASED TO YOU).  
009 CAVE@SEC27 RANGE 26W,TOWNSHIP 21  
EUREKA,MO 63025  
CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 010 BULL CREEK, ORCHARD LANE  
 ROCKAWAY BEACH,MO 65740  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ADDITIONAL INSURED AS REQUIRED BY CONTRACT  
 Designation of Premises (PART LEASED TO YOU).  
 011 MARTINS POINT, 340 LAKEVIEW ST  
 HOLLISTER,MO 65672  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 MYRON MCKEE  
 ROUTE 1 BOX 4560  
 DORA, MO 65637  
 Designation of Premises (PART LEASED TO YOU).  
 012 NORTHFORK, ROUTE 1, BOX 4560  
 DORA,MO 65637  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 SECRETARY OF THE ARMY, U.S. CORPS OF ENGINEERS, DISTR. ENG  
 LITTLE ROCK DICTRICT, BOX 867  
 LITTLE ROCK, AR 72203-0867  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 U.S. DEPARTMENT OF INTERIOR, NATIONAL PARK SERVICE  
 PO BOX 1172  
 HARRISON, AR 72602-1173  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
 Name Of Person Or Organization (ADDITIONAL INSURED)  
 ENCHANTED FOREST, ATTN: ROBERT GIRKIN  
 PO BOX 635  
 EUREKA SPRINGS, AR 72631  
 Designation of Premises (PART LEASED TO YOU).  
 013 K-WILD, BUFFALO NATIONAL RIVER  
 HARRISON,AR 72601  
 CAMP PROGRAM SITE

**ADDITIONAL (LD9Z27)**

This Endorsement Applies To The Following :  
Name Of Person Or Organization (ADDITIONAL INSURED)

~~HONEYSUCKEL INN, ATTN: RYAN RICHARDSON  
3598 SHEPHERD OF THE HILL EXPRESSWAY  
BRANSON, MO 65616~~

✓ Designation of Premises (PART LEASED TO YOU).  
014 K-WET, TABLE ROCK LANE  
LAMPE, MO 65681  
CAMP PROGRAM SITE

*Delete 9-28-07*

## FORMS AND ENDORSEMENT LISTING

KK9459C ✓	MISSOURI CHANGES
CG24121185 ✓	ALL OWNED WATERCRAFT UNDER 26 FEET
LD3R16 ✓	EXCLUSION-ASBESTOS
LD9863 ✓	EMPLOYEE BENEFITS LIABILITY END.
CG00011204 ✓	COMM GENERAL LIABILITY COV. FORM
CG00670305 ✓	EXCL - VIOLATION OF STATUTES THAT GOVERN EMAIL, FAX, PHONE OR
CG01340803 ✓	CHANGES POLLUTION EXCLUSION- MISSOURI
CG01350803 ✓	CHANGES GASOLINE RISKS POLLUTION EXCLUSION- MISSOURI
CG01881093 ✓	AR CHANGES-LOSS INFORMATION
CG20210196 ✓	ADDL INSURED-VOLUNTEERS
CG20280704 ✓	ADDL INS-LESSOR OF LEASED EQUIPMENT
CG21470798 ✓	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG21651204 ✓	TOTAL POLLUTION EXCL
CG21670402 ✓	FUNGI OR BACTERIA EXCLUSION
CG21671204 ✓	FUNGI OR BACTERIA EXCLUSION
CG21721202 ✓	NUCL; BIOLOG OR CHEM TERR EXCL (OTHER THAN CERT ACT OF TERR)
CG26251204 ✓	MO CHANGES GUARANTY ASSOCIATION
CG26431204 ✓	MO CHANGES - BINDING ARBITRATION ENDT
CG26501298 ✓	MISSOURI CHANGES-MEDICAL PAYMENTS
ILP0010104 ✓	OFFICE OF FOREIGN ASSETS CONTROL (OFAC) ADVISORY NOTICE
IL00171198 ✓	COMMON POLICY CONDITIONS
IL00210702 ✓	BROAD FORM NUCLEAR ENERGY EXCL ENDT
IL01990702 ✓	ARKANSAS CHANGES-TRANSFER OF RIGHTS
IL02310702 ✓	AR CHANGES
IL02740300 ✓	MO CHANGES-CANCELLATION & NONRENEWAL
LD11544 ✓	EXCLUSION - MEDICAL PAYMENTS TO CAMPERS
LD11545 ✓	CAMP PROFESSIONAL HEALTH CARE COVERAGE
LD17092 ✓	2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NO
LD17626 ✓	POLICYHOLDER NOTICE - EXCL VIOLATION OF STATUTES THAT GOVERN
LD4S35 ✓	EXCLUSION - LEAD
LD4Y64A ✓	ABUSE AND MOLESTATION ENDORSEMENT
LD4241A ✓	ADDL INS-SPEC EMP PROF HEALTH CARE SER
LD9Z24 ✓	ADD INS-DESIGNATED PERSON OR ORGANIZATION - S&L
LD9Z27 ✓	ADDITIONAL INS MANAGERS OR LESSORS OF PREMIS - S&L
CG02100987 ✓	AR CHANGES-CANCELLATION
MO2C57D ✓	RESIDENT AGENT COUNTERSIGNATURE ENDT
ALL1S96 ✓	NOTICE TO OUR POLICYHOLDERS
* ALL20887 ✓	ACE PRODUCER COMPENSATION PRACTICES & POLICIES
ALL5X45 ✓	QUESTIONS ABOUT INSURANCE
TRIA11A ✓	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERA
TRIA18 ✓	POLICY HOLDER NOTICE - MO

This Declaration, and the Coverage Forms(s) and Endorsements, if any, listed above and included, complete this policy.

Countersigned At: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_  
Date: \_\_\_\_\_

## PHYSICAL ABUSE OR SEXUAL MISCONDUCT LIABILITY COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except to the extent coverage is provided by this endorsement, this insurance does not apply to any claim or "suit" which seeks damages arising out of or in any way related, in whole or in part, to actual, alleged or threatened "physical abuse" or "sexual misconduct."

#### Limits of Insurance

Each Act of "Physical Abuse" or "Sexual Misconduct"

"Physical Abuse" or "Sexual Misconduct" Aggregate

*See pg 407 dec.*

1,000,000  
2,000,000

**Unless modified by this endorsement, all other provisions in the policy to which it is attached remain in effect.**

### 1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "personal injury" to which this insurance applies arising out of "physical abuse" or "sexual misconduct."

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 "personal injury" to which this insurance does not apply. We may, at our discretion, investigate any act of "physical abuse" or "sexual misconduct" and settle any claim or "suit" that may result.

The amount we will pay for damages is limited as described in 3. LIMITS OF INSURANCE.

We will have no further obligation to pay any claim or judgment or defend any "suit" after the Limits of Insurance under this coverage form have been used up by the payment of judgments or settlements.

- b. This insurance applies to "bodily injury" or "personal injury" only:
- (1) if the "bodily injury" or "personal injury" is caused by an act of "physical abuse" or "sexual misconduct" committed in the "coverage territory"; and
  - (2) if the first instance of "physical abuse" or "sexual misconduct" against the person is committed during the policy period; and
  - (3) so long as the "bodily injury" or "personal injury" is sustained:
    - (a) during the policy period; or
    - (b) during any subsequent period in which we, or any company affiliated with us, have issued a policy which would apply to such "bodily injury" or "personal injury" except for the provision that the first instance of "physical abuse" or "sexual misconduct" against the person be committed during that policy period.

**2. WHO IS AN INSURED**

SECTION II - WHO IS AN INSURED, Part 2.a. is amended as follows:

With respect to this coverage, none of the following is an insured:

Any person or organization who participated in, directed, or, after becoming aware of "physical abuse" or "sexual misconduct," failed to act in a way to prevent "physical abuse" or "sexual misconduct" and/or failed to report to the authorities, any act of "physical abuse" or "sexual misconduct."

**3. LIMITS OF INSURANCE**

- a. For the purpose of the application of Limits of Insurance, all acts or omissions which cause or contribute to "physical abuse" or "sexual misconduct":

- Which is committed by the same individual; and
  - To which this insurance applies;

- Shall be deemed a single act which occurred at the time the first instance of such "physical abuse" or "sexual misconduct" commenced, and shall be subject to the Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance, regardless of the number of:

- Acts or omissions;
    - Persons injured;
    - Insureds responsible;
    - Locations involved; or,
    - Policy periods during which the "physical abuse" or "sexual misconduct" was committed.

- b. The Each Act of "Physical Abuse" or "Sexual Misconduct" limit of insurance shown is the most we will pay in judgments or settlements for a single act of "physical abuse" or "sexual misconduct," or both. If this policy provides a General Aggregate limit, the "Physical Abuse" or "Sexual Misconduct" Aggregate limit shall be part of and not in addition to the General Aggregate limit. The most we will pay in total judgments or settlements during any policy period is the "Physical Abuse" or "Sexual Misconduct" Aggregate limit to the extent there is coverage available in any applicable General Aggregate limit.
- c. If this coverage form and any other coverage form or policy for the same policy period issued by us or any company affiliated with us apply, the maximum applicable limits of insurance available under all coverage forms or policies shall not exceed the highest applicable limits of insurance under any one coverage form or policy. This condition does not apply to any coverage form or policy issued by us or any affiliated company specifically to apply as excess insurance over this coverage form.

**4. DEFINITIONS**

With respect to the coverage provided by this endorsement, the definition of "bodily injury" includes mental anguish resulting from "physical abuse" or "sexual misconduct" of the person injured.

"Physical abuse" means actual, alleged, or threatened physical maltreatment.

"Sexual misconduct" means any conduct, whether actual, alleged, or threatened, of a sexual nature.

Authorized Agent



## EMPLOYEE BENEFITS LIABILITY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G2 17 46 45 9</b>	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.**

#### LIMITS OF INSURANCE

Each Claim Limit	\$	<u>1,000,000</u>	<i>See pg 4 of Dec.</i>
Aggregate Limit	\$	<u>2,000,000</u>	
Retroactive Date		<u>5/01/2004</u>	

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

#### INSURING AGREEMENT

We will pay under this endorsement those sums that the insured becomes legally obligated to pay as damages because of a claim or "suit" brought by any employee, former employee, or their beneficiaries or legal representatives in connection with any error, omission, or breach of duty in the "administration" of your "employee benefits" programs.

We will have the right and the duty to defend any "suit" seeking those damages. But:

The amount we will pay for damages is limited as described in the Schedule as Limits of Insurance;

We may investigate and settle any claim or "suit" at our discretion; and

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 this endorsement.

This insurance applies to errors, omissions, breaches of duty, or misstatements only if a claim for damages is first made against any insured during the policy period or any Extended Reporting Period we provide under the paragraph titled Extended Reporting Period.

This insurance does not apply to errors, omissions, breaches of duty, or misstatements which occurred before the Retroactive Date shown above, or which occur after the end of the policy period.

#### WHO IS AN INSURED

With respect to this endorsement, Section II— Who Is An Insured is modified to include employees only while authorized to act in the "administration" of your "employee benefits" programs.

#### EXCLUSIONS

Insurance under this endorsement does not apply to any claim or "suit" arising out of:

any dishonest, fraudulent, criminal or malicious act;

any "Bodily Injury," "Personal Injury," "Advertising Injury," or "Property Damage";

any claim for failure of performance of contract by any Insurer;

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

any failure of stock to perform as represented by you;  
any advice given by you to your employees to participate or not to participate in stock subscription plans; or  
any actual or alleged error or omission or breach of duty, committed or alleged to have been committed by a trustee, in the discharge of fiduciary duties, obligations or responsibilities imposed by the Federal Employee Retirement Income Security Act of 1974 or Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 (Public Law 99-272) or Section 9319 of the Omnibus Budget Reconciliation Act of 1986 (Public Law 99-509) or any amendments to these Acts.

**LIMITS OF INSURANCE**

The Limits of Insurance shown in the Schedule of this endorsement and the rules below, fix the most we will pay regardless of the number of:

- Insureds;
- Claims made or "suits" brought; or
- Persons or organizations making claims or bringing "suits."

The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement.

The Each Claim Limit is the most we will pay for damages arising out of any one claim or "suit."

The Limits of Insurance 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.

**SPECIAL DEDUCTIBLE**

A Special Deductible in the amount of \$1,000 applies to each claim covered by this endorsement. We will subtract this amount from the amount of damages payable for each claim.

**ADDITIONAL DEFINITIONS**

The following additional definitions are added to Section V - Definitions:

"Employee benefits" means group life insurance, group accident or health insurance, profit sharing plans, pension plans, employee stock subscription plans, employee travel, vacation, or savings plans, workers compensation, unemployment insurance, social security and disability benefits insurance, and any other similar benefit program.

"Administration" means any of the following acts that you do or authorize a person to do:

- Counseling employees, other than giving legal advice, on "employee benefits" programs;
- Interpreting your "employee benefits" programs;
- Handling records for your "employee benefits" programs; and
- Effecting enrollment, termination or cancellation of employees under your "employee benefits" programs.

"Administration" does not include:

- The failure of performance of any contract by any insurer;
- The failure of any investment plan to perform as represented by an insured;
- The inability of "employee benefit" programs to meet their obligation due to insolvency.

## EXTENDED REPORTING PERIOD

1. We will automatically provide an Extended Reporting Period as described in paragraphs 2. and 3. below if:
  - a. This endorsement is cancelled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown on this endorsement; or
    - (2) Does not apply to errors, omissions, breaches of duty, or misstatements on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to claims for errors, omissions, breaches of duty, or misstatements that occur before the end of the policy period but not before the Retroactive Date shown on this endorsement.  
Once in effect, the Extended Reporting Period may not be cancelled.
3. The Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for Five years.  
The Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
4. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.

---

Authorized Agent

## CAMP PROFESSIONAL HEALTH CARE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G21746459</b>	Policy Period <b>TO</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### COMMERCIAL GENERAL LIABILITY COVERAGE

**Item 2. a. (1)** in **SECTION II - WHO IS AN INSURED** is amended to read as follows but only with respect to damages arising out of the providing or failing to provide professional health care services:

- (1) "Personal injury 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 volunteers 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 as a consequence of Paragraph **(1)(a)** above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above.

This amendment is applicable to "employee" or volunteer nurses, emergency medical technicians, physician's assistants or physicians (but only if the physician is scheduled as an additional insured under Additional Insured - Specified Employees Endorsement LD-4241) and only while performing duties in the conduct of your business.

If other valid and collectible insurance is available to any insured for coverage provided under this endorsement, this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

\_\_\_\_\_  
Authorized Agent

### ADDITIONAL INSURED - SPECIFIED EMPLOYEES PROFESSIONAL HEALTH CARE SERVICES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			TO
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 2.a(1)(d) of SECTION II - "WHO IS AN INSURED" does not apply to the following position(s):

Position

Contract of Job Description

Camp Doctor

2007 Camp Season

*Dr. Laura Larkner*

*June 19-25, 2007*

*See  
policy*

Coverage under this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis if the loss arises out of "Bodily Injury" or "Personal Injury" arising out of an employee or volunteer providing or failing to provide professional health care services.

Authorized Agent

# 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 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:
  - (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 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.

### 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 only if you are in the business of manufacturing, distributing, 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:

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

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 from equipment used to heat that building;
- (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 the operation of any of the 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" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### 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 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

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

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

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

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

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

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

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

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

### b. Material Published With Knowledge Of Falsity

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

### c. Material Published Prior To Policy Period

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

### d. Criminal Acts

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

### e. Contractual Liability

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

### f. Breach Of Contract

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

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

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

### h. Wrong Description Of Prices

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

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

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

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

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

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (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.

**I. 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 or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (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".

**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:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) 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 taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**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 costs taxed against the insured in the "suit".
- 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:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - 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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. 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.
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; and
  - b. Medical expenses under Coverage C 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 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.

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 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.

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

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) 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
  - (d) 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.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.



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.

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:

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

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations 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 land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "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:
- The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - All other parts of the world if the injury or damage arises out of:
    - Goods or products made or sold by you in the territory described in a. above;
    - The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - "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 a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - 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 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";
  - A sidetrack agreement;
  - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - An elevator maintenance agreement;
  - 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:
- 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;
  - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - While it is in or on an aircraft, watercraft or "auto"; or
  - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - Vehicles maintained for use solely on or next to premises you own or rent;
  - Vehicles that travel on crawler treads;
  - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - Power cranes, shovels, loaders, diggers or drills; or
    - Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- Equipment designed primarily for:
    - Snow removal;
    - Road maintenance, but not construction or resurfacing; or
    - Street cleaning;
  - Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- False arrest, detention or imprisonment;
  - Malicious prosecution;
  - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - The use of another's advertising idea in your "advertisement"; or
  - Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

16. "Products-completed operations hazard":

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 – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

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:
- DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**
- "Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.
- 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:
- DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES**
- "Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:
- The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
  - The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
  - Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Policy Number: G2 17 46 45 9

COMMERCIAL GENERAL LIABILITY  
CG 01 34 08 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MISSOURI CHANGES – GASOLINE RISKS – POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Subparagraph f., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability Coverage** and to Subparagraph m., **Pollution** of Paragraph 2., **Exclusions** under **Section I – Coverage B – Personal And Advertising Injury Liability** or to any amendment to or replacement thereof:

This Pollution Exclusion applies even if such irritant or contaminant has a function in your business, operations, premises, site or location, such as gasoline, fuels, lubricants and other operating fluids at a gasoline station.



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

## **ARKANSAS CHANGES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE VERSION)**

**A. Condition 10. Your Right to Claim and "Occurrence" Information of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV) is replaced by the following:**

**10. Your Right to Claim and "Occurrence" Information**

We will provide the first Named Insured shown in the Declarations the following information relating to this and any other preceding general liability claims-made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each "occurrence", not previously reported to any other insurer, of which we were notified in accordance with paragraph 2.a. of the Duties in the Event of Occurrence, Offense, Claim or Suit Condition (Section IV). We will include the date and brief description of the "occurrence" if that information was in the notice we received. We will also include any estimated reserves on reported "occurrences".
- b. A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable General Aggregate Limit and Products-Completed Operations Aggregate Limit.
- c. A description of closed claims and/or open claims including the date and description of "occurrence", amount of payment, if any, and an estimate of reserves, if any.

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

If we cancel or elect not to renew this Coverage Part, we will provide loss information within 15 days after notice of cancellation or nonrenewal is issued. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured during the policy period or within 60 days after the end of the policy period. In this case, we will provide this information within 30 days of receipt of the request.

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

**B. Paragraph 5. of SECTION V - EXTENDED REPORTING PERIODS is replaced by the following:**

5. A Supplemental Extended Reporting Period of unlimited duration will be offered, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in paragraph 3. of SECTION V - EXTENDED REPORTING PERIODS, ends.

The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

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

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

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

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



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

## ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

#### Classification:

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

- A.** The following is added to paragraph 5. of the CANCELLATION Common Policy Condition:
- If the first Named Insured cancels this policy:
- a. We will retain the premium developed for any annual policy period for the classifications, if any, shown in the Schedule.
  - b. In no event will the premium we retain be less than \$100.
- B.** The following is added to the CANCELLATION Common Policy Condition:
- 7. Cancellation Of Policies In Effect More Than 60 Days**
- a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
    - (1) Nonpayment of premium;
    - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
    - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
    - (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
  - (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
  - (6) A material violation of a material provision of the policy.
- b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.
- If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days prior to the effective date of cancellation.
- C.** The following is added to the Common Policy Conditions:
- G. MULTI-YEAR POLICIES**
- We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

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

## **ADDITIONAL INSURED - VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

WHO IS AN INSURED (Section II) is amended to include as an insured any person(s) who are volunteer worker(s) for you, but only while acting at the direction of, and within the scope of their duties for you. However, none of these volunteer worker(s) are insureds for:

1. "Bodily injury" or "personal 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 your other volunteer worker(s) or to your "employees" arising out of and in the course of their duties for you;
  - b. To the spouse, child, parent, brother or sister of your volunteer worker(s) or your "employees" as a consequence of paragraph 1.a. above;

- c. For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs 1.a. or b. above; or
  - d. Arising out of his or her providing or failing to provide professional health care services.
2. "Property damage" to property:
    - a. Owned, occupied, or used by,
    - b. Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by  
you, any of your other volunteer workers, your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).



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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

**TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

**f. Pollution**

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

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured 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; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
  - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

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

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

## **FUNGI OR BACTERIA 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:  
**Fungi or Bacteria**
- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
  - b.** Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.
- 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:  
**Fungi or Bacteria**
- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
  - b.** Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C.** The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

## **FUNGI OR BACTERIA 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:

**Fungi Or Bacteria**

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

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

**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:

**Fungi Or Bacteria**

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

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

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM EXCLUSION (OTHER THAN CERTIFIED ACTS OF TERRORISM); CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is not a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. 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
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

**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 concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":
  - a. The act resulted in aggregate losses in excess of \$5 million; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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 certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act of 2002. However, "other act of terrorism" does not include an act which meets the criteria set forth in Paragraph b. of the definition of "certified act of terrorism" when such act resulted in aggregate losses of \$5 million or less. 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. In the event of an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Part.
- D. With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

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

## **BOATS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description of Watercraft:**

ALL OWNED WATERCRAFT UNDER 26 FT.

**Additional Premium:**

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

1. Exclusion g. of COVERAGE A (Section I) does not apply to any watercraft owned or used by or rented to the insured shown in the Schedule.
2. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization legally responsible for the use of any such watercraft you own, provided the actual use is with your permission.

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

## **MISSOURI CHANGES – GUARANTY ASSOCIATION**

This endorsement modifies insurance provided under the following:

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

### Missouri Property and Casualty Insurance Guaranty Association Coverage Limitations

- A.** Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
- B.** The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - 1.** Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- 2.** Payments made by the Association for covered claims will include only that amount of each claim which is:
  - a.** In excess of \$100; and
  - b.** Less than \$300,000.

However, the Association will not:

- (1)** Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2)** Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

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

## **MISSOURI CHANGES – BINDING ARBITRATION**

This endorsement modifies insurance provided under the following:

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

If we and the insured do not agree whether coverage is provided under this Coverage Part for a claim made against the insured, both parties may, by mutual consent, agree in writing to arbitration of the disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

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

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

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

## **MISSOURI CHANGES – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Paragraph 1.a. of Coverage C. Medical Payments** is replaced with the following:

#### **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:

- (1)** The accident takes place in the "coverage territory" and during the policy period;

- (2)** The expenses are incurred and reported to us within one year of the date of the accident. However, expenses reported to us after one year of the date of the accident will not be denied solely because of the late submission unless such late submission operates to prejudice our rights; and
- (3)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

## MISSOURI CHANGES

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL PROPERTY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
(Advantage Series Only)  
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

The section titled OUR CANCELLATION under 3. CANCELLATION AND CHANGE in the COMMON POLICY CONDITIONS is deleted and replaced with the following:

**OUR CANCELLATION**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
2. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
  - A. Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy.
  - B. Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
  - C. We become insolvent; or,
  - D. We involuntarily lose reinsurance for this policy.
3. 60 days before the effective date of cancellation if we cancel for any other reason.

We will then refund any unearned portion of the premium you paid, on a pro rata basis.

We may refund the unearned premium at the time of cancellation or as soon as reasonably possible after the cancellation. However, regardless of when you receive the refund, the cancellation of the policy will take effect as provided above.

**NONRENEWAL**

1. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.
2. If notice is mailed, proof of mailing will be sufficient proof of notice.

**APPRAISAL**

The APPRAISAL section of the Commercial Property Conditions is replaced by the following:

If we and you disagree on the value of the property or the amount of loss ("loss"), both parties may agree to an appraisal of the loss ("loss") and to be bound by the results of that appraisal. If both parties so agree, then each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

~~If there is an appraisal, we will still retain our right to deny the claim.~~

**SUITS AGAINST US**

The SUITS AGAINST US section of the Commercial Property Conditions is replaced by the following:

You agree not to bring suit against us unless you have complied with all the terms of this policy. Any such suit must be brought within ten years after the date on which the direct physical loss or damage occurred.

**MISSOURI PROPERTY AND CASUALTY INSURANCE GUARANTY ASSOCIATION COVERAGE LIMITATIONS**

1. Subject to the provisions of the Missouri Property and Casualty Insurance Guaranty Association Act (to be referred to as the Act), if we are a member of the Missouri Property and Casualty Insurance Guaranty Association (to be referred to as the Association), the Association will pay claims covered under the Act if we become insolvent.
2. The Act contains various exclusions, conditions and limitations that govern a claimant's eligibility to collect payment from the Association and affect the amount of any payment. The following limitations apply subject to all other provisions of the Act:
  - a. Claims covered by the Association do not include a claim by or against an insured of an insolvent insurer, if the insured has a net worth of more than \$25 million on the date the insurer becomes insolvent.

If the insured prepares an annual report to shareholders, or an annual report to management reflecting net worth, then such report for the fiscal year immediately preceding the date of insolvency of the insurer will be used to determine net worth.

- b. Payments made by the Association for covered claims will include only the amount of each claim which is:
  - (1) In excess of \$100; and
  - (2) Less than \$300,000.

However, the Association will not:

- (1) Pay an amount in excess of the applicable limit of insurance of the policy from which a claim arises; or
- (2) Return to an insured any unearned premium in excess of \$10,000.

These limitations have no effect on the coverage we will provide under this policy.

Authorized Agent



## EXCLUSION — ASBESTOS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

- COMMERCIAL GENERAL LIABILITY COVERAGE FORM**
- FARM COVERAGE FORM**
- LIQUOR LIABILITY COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- POLLUTION LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY — NEW YORK**

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

\_\_\_\_\_  
Authorized Agent

**EXCLUSION - LEAD**

Named Insured			Endorsement Number
Policy Symbol	Policy Number <b>G2 17 46 45 9</b>	Policy Period	Effective Date of Endorsement
Issued By ( Name of Insurance Company )			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

This endorsement amends all insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY FORM**
- FARM COVERAGE FORM**
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**
- RAILROAD PROTECTIVE LIABILITY COVERAGE FORM**
- SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK**
  
- THE COMBINE POLICY - SECTION II**
- COMMERCIAL FARM POLICY - SECTION II**
- FARMERS PACKAGE POLICY - SECTION II**

This insurance does not apply to, and we shall have no duty of any kind with respect to, any injury, damage, expense, cost, loss, liability or legal obligation arising out of or allegedly arising out of or in any way related to the toxic properties of lead or lead-containing products, materials or substances.

This exclusion applies to all forms of lead, including but not limited to solid, liquid, vapor and fumes.

This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, remove, or take any other remedial action with respect to lead or lead-containing products, materials or substances.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for lead-related injury, damage, expense, cost, loss, liability or legal obligation.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED - SPECIFIED PERSON OR ORGANIZATION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**Name of Person or Organization:**

**WHO IS AN INSURED (Section II)** is amended to include the person or organization shown in the **Schedule** as an insured, but only to the extent of liability resulting from occurrences arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

**ADDITIONAL INSURED - SPECIFIED MANAGERS OR LESSORS OF PREMISES**

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

**1. Designation of Premises (Part Leased or Licensed to You):**

**2. Name of Person or Organization:**

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

**WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization shown in the **Schedule**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased or licensed to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after the term of your lease to occupy, or license to use, the premises has expired.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.
3. Any "occurrence" not arising out of your negligence.

\_\_\_\_\_  
Authorized Agent

## EXCLUSION - MEDICAL PAYMENTS TO CAMPERS

Named Insured			Endorsement Number
Policy Symbol	Policy Number G21746459	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

**This endorsement modifies insurance provided under the following:**

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage C - Medical Payments:

**i. Camper**

We will not pay expenses for "bodily injury" to any camper.

\_\_\_\_\_  
Authorized Agent

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

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

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, 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.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ 803.00

---

Authorized Agent



ace usa

Insurance Company

Policyholder

Policy Number

Broker/Producer

## MISSOURI POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE - NON-CERTIFIED LOSSES

Missouri: The following statement is required to be part of the disclosure notice in MISSOURI:

Note: Be advised that while this policy does provide coverage for certain terrorism losses in compliance with the Federal Terrorism Risk Insurance Act of 2002, it does not cover all types of terrorism losses, and in fact, excludes coverage for certain losses, such as those that are the result of a terrorist act that was not committed on behalf of any foreign person or foreign government and exceeds an aggregate cost to the insurance industry of \$25 million. You are not covered for such losses unless your insurance company has offered you additional terrorism coverage for such losses and you have paid an additional premium for that coverage, if required to do so by the insurance company.

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

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

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

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

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

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

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



## 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 EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
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.**

**ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

- A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
  - b. We will refund the pro rata unearned premium if the policy is:
    - (1) Cancelled by us or at our request;
    - (2) Cancelled but rewritten with us or in our company group;
    - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
    - (4) Cancelled after the first year of a pre-paid policy that was written for a term of more than one year.
  - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
  - d. The cancellation will be effective even if we have not made or offered a refund.
  - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
    - (1) We will retain no less than \$250 of the premium for the Boiler And Machinery Coverage Part.
    - (2) We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
    - (3) If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.

- (4) If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation Common Policy Condition**:

**7. Cancellation Of Policies In Effect More Than 60 Days**

a. ~~If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:~~

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, ~~we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;~~
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

**NONRENEWAL**

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations written notice of nonrenewal at least 60 days before:
  - a. Its expiration date; or
  - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to your failure to pay any premium required for renewal.

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

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

## **MISSOURI CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
BUSINESSOWNERS POLICY  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART

**A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Commercial Property Coverage Part in this endorsement also refers to the Standard Property Policy.

**B.** With respect to the:

Boiler And Machinery Coverage Part  
Businessowners Policy  
Commercial Crime Coverage Part  
Commercial General Liability Coverage Part  
Commercial Property – Legal Liability Coverage Form **CP 00 40**  
Commercial Property – Mortgage Holders Errors And Omissions Coverage Form **CP 00 70**  
Employment-Related Practices Liability Coverage Part  
Farm Liability Coverage Form  
Liquor Liability Coverage Part  
Pollution Liability Coverage Part  
Products/Completed Operations Liability Coverage Part  
Professional Liability Coverage Part;

the following Cancellation and Nonrenewal provisions apply:

1. Paragraph **2.** of the **Cancellation** Common Policy Condition is replaced by the following:
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the actual reason for cancellation, at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
  - b. 30 days before the effective date of cancellation if cancellation is for one or more of the following reasons:
    - (1) Fraud or material misrepresentation affecting this policy or a claim filed under this policy or a violation of any of the terms or conditions of this policy;
    - (2) Changes in conditions after the effective date of this policy which have materially increased the risk assumed;
    - (3) We become insolvent; or
    - (4) We involuntarily lose reinsurance for this policy.

- c. 60 days before the effective date of cancellation if we cancel for any other reason.

**NONRENEWAL**

- 2. The following is added and supersedes any provision to the contrary:
  - a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the actual reason for nonrenewal, at least sixty days prior to the effective date of the nonrenewal.

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

**C. With respect to the:**

Commercial Property Coverage Part  
 Farm Property – Other Farm Provisions Form –  
 Additional Coverages, Conditions, Definitions  
 Coverage Form  
 Farm – Livestock Coverage Form  
 Farm – Mobile Agricultural  
 Machinery And Equipment  
 Coverage Form;

the **Cancellation** Common Policy Condition is replaced by the following:

**CANCELLATION, NONRENEWAL AND DECREASES IN COVERAGE**

- 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, nonrenew, reduce in amount or adversely modify this policy by mailing or delivering to the first Named Insured written notice of this action at least:

- a. 10 days before the effective date of this action if due to nonpayment of premium or evidence of incendiarism; or
  - b. 30 days before the effective date of this action if 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:

- a. Cancellation will state the effective date of cancellation. The policy period will end on that date.
  - b. Any other action will state the effective date of that action.

- 5. If this policy is cancelled, not renewed, reduced in amount or adversely modified, we will send the first Named Insured any premium refund due. If we take this action, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. This action 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.



## 2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy or endorsements. You should read your policy and review your declaration page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THIS POLICY SHALL PREVAIL.**

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

---

### COVERAGE FORM CHANGES

---

#### **REDUCTIONS IN COVERAGE**

##### **REVISED MOBILE EQUIPMENT COVERAGE:**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)

The definitions of "mobile equipment" and "auto" have been revised. Any land vehicle that had been classified as a piece of mobile equipment under your previous policy, will now be considered an auto if that vehicle is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. With this change, coverage is no longer provided for these types of land vehicles since they are now defined to be autos rather than mobile equipment and subject to the Aircraft, Auto and Watercraft exclusion in your policy. However, the operation of machinery or equipment that is attached to, or part of, such a vehicle will still be covered by your policy.

If you wish to obtain coverage, for land vehicles subject to compulsory or financial responsibility laws or other motor vehicle insurance laws you should consider a Commercial Automobile policy.

##### **ELECTRONIC DATA EXCLUSION**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made Version)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Designated Sites)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)
- CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

An exclusion for Electronic Data has been added to these policies to reinforce that coverage for electronic data is not intended to be provided under these policies. This may be considered a reduction in coverage.

**MEDICAL PAYMENTS - ATHLETICS ACTIVITIES EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)

The Athletics Activities exclusion under Coverage C - Medical Payments has been revised to more clearly express what types of athletic activities are excluded with respect to medical payments. Medical expenses are not intended to be provided to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This may be considered a reduction in coverage.

**OTHER INSURANCE**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

Prior to this revision, if you were added as an additional insured to another policy, the policy would be excess over that insurance for damages arising out of the premises or operations. The Other Insurance Condition has been revised so that now if you are added as an additional insured to another policy this policy is excess over that insurance for damages arising out of both the premises or operations AND the products and completed operations. (See also Broadenings of Coverage)

**LIQUOR LICENSE NOT IN EFFECT EXCLUSION**

CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)

CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)

Prior to this revision, this exclusion precluded coverage when your liquor license was suspended, expired, cancelled or revoked. The exclusion has been revised so that now it applies if your liquor license was suspended, expired, cancelled, revoked OR not in effect

**BROADENINGS IN COVERAGE****POLLUTION EXCLUSION**

CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence Version)

CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made Version)

CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Forms - Coverage For Operations Or Designated Contractor

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

## **CLARIFICATIONS OR NO IMPACT IN COVERAGE**

### **WAR EXCLUSION**

- CG 00 01 12 04 -- Commercial General Liability Coverage Form (Occurrence)
- CG 00 02 12 04 -- Commercial General Liability Coverage Form (Claims-Made)
- CG 00 09 12 04 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 33 12 04 -- Liquor Liability Coverage Form (Occurrence)
- CG 00 34 12 04 -- Liquor Liability Coverage Form (Claims-Made)
- CG 00 35 12 04 -- Railroad Protective Liability Coverage Part
- CG 00 37 12 04 -- Products/Completed Operations Liability Coverage Form (Occurrence)
- CG 00 38 12 04 -- Products/Completed Operations Liability Coverage Form (Claims-Made)
- CG 00 39 12 04 -- Pollution Liability Coverage Form (Occurrence)
- CG 00 40 12 04 -- Pollution Liability Limited Coverage Form (Designated Sites)
- CG 00 42 12 04 -- Underground Storage Tank Policy (Designated Tanks)

We have incorporated the war exclusion (formerly added via mandatory endorsement) directly into these policies.

---

## NEW COVERAGE FORMS

---

### **CG 00 65 12 04 -- Electronic Data Liability Coverage Form**

The Electronic Data Liability Coverage Form provides coverage for certain damages because of loss of electronic data caused by an electronic data incident. Coverage will apply only if the loss of electronic data is caused by an electronic data incident that takes place in the coverage territory and that did not occur before the retroactive date or after the end of the policy period. Since the coverage under this coverage form is provided on a claims-made basis, a claim for damages must first be made during the policy period or during an Extended Reporting Period, if one is provided.

An electronic data incident is defined in the form to mean an accident, or a negligent act, error or omission, or a series of causally related accidents, negligent acts, or errors or omissions, which results in loss of electronic data.

### **CG 00 66 12 04 -- Product Withdrawal Coverage Form**

The Product Withdrawal Coverage Form provides coverage for various product withdrawal-related expenses incurred by you because of a covered product withdrawal and provides liability coverage for damages you become legally obligated to pay, including defense costs, arising out of a covered product withdrawal.

---

## MULTISTATE ENDORSEMENTS

---

### ***BROADENINGS IN COVERAGE***

#### ***Existing Endorsements***

#### **CG 04 28 12 04 -- Pollution Exclusion - Named Peril Limited Exception For A Short Term Pollution Event**

#### **CG 04 29 12 04 -- Pollution Exclusion - Limited Exception For A Short-Term Pollution Event**

#### **CG 21 65 12 04 -- Total Pollution Exclusion With A Building Equipment Exception And A Hostile Fire Exception**

The exception to the Pollution Exclusion in these endorsements which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

#### **CG 22 98 12 04 -- Exclusion - Internet Service Providers And Internet Access Providers Errors and Omissions**

#### **CG 22 99 12 04 -- Professional Liability Exclusion - Web-Site Designers**

With this revised endorsement attached to your policy, internet providers and web-site designers are provided personal and advertising injury coverage for false arrest, malicious prosecution and wrongful eviction offenses. This coverage was not previously afforded under your policy.

#### **CG 28 07 12 04 -- Principals Protective Liability Coverage**

The exception to the Pollution Exclusion in this endorsement which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

## ***New Endorsements***

### **CG 31 72 12 04 -- Coverage Extension - Coverage A - Product Restoration Expense**

When this endorsement is attached to your Product Withdrawal Coverage Form, your coverage will be extended to include extra expenses such as the redesign of your product, the costs of regaining your market share, goodwill or profit because of a product withdrawal.

### **CG 31 73 12 04 -- Extended Reporting Period Endorsement For Electronic Data Liability Coverage**

When this endorsement is attached to your Electronic Data Liability Coverage Form, you will have an extended period of time (3 years) after the end of the policy period to make a claim for loss of electronic data that occurred before the end of your policy period (but not before any applicable Retroactive Date).

## ***REDUCTIONS IN COVERAGE***

### ***Existing Endorsements***

#### **CG 04 36 12 04 -- Limited Product Withdrawal Expense Endorsement**

Deductible and Participation Percentage provisions have been added to the endorsement. If a deductible and/or participation percentage are indicated in the Schedule of the endorsement, you will be required to participate in the loss. Also, product withdrawal expenses will no longer be provided for trade dress infringement. In addition, any fines, penalties, punitive or exemplary damages, or pollution-related expenses arising out of a product withdrawal will be excluded. A Concealment Or Fraud provision has been added to the endorsement which states that no coverage will be provided if you or any other insured engage in fraudulent conduct or intentionally conceal or misrepresent a material fact related to a product withdrawal or product withdrawal expenses incurred by you.

#### **CG 21 66 12 04- Exclusion - Volunteer Workers**

If you previously had volunteer workers who operated autos, aircraft or watercraft not owned by, or rented or loaned to any insured, liability arising out of the ownership, maintenance or entrustment to others of any aircraft, auto or watercraft operated by volunteer workers will no longer be covered under your policy.

### ***New Endorsements***

#### **CG 21 86 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 66 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

#### **CG 31 67 12 04 -- Exclusion - Exterior Insulation And Finish Systems**

When this endorsement is attached to your policy, any liability arising out of, caused by, or attributable to EIFS, will be excluded. To the extent that current policy exclusions do not already apply to EIFS-related liability, attachment of this endorsement will result in a reduction of coverage.

#### **CG 23 01 12 04 -- Exclusion - Real Estate Agents Errors Or Omissions**

When this endorsement is attached to your policy, the professional services of a real estate agent will be excluded. To the extent that professional services of real estate agents may be covered under your policy, attachment of this endorsement may result in a reduction of coverage.

**CG 31 68 12 04 -- Exclusion - Coverage A - Product Withdrawal Expense**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for product withdrawal expenses that you incur as a result of a product withdrawal.

**CG 31 69 12 04 -- Exclusion - Coverage B - Product Withdrawal Liability**

When this endorsement is attached to your Product Withdrawal Coverage Form, no liability coverage will be provided for damages resulting from product withdrawal expenses incurred by a third-party because of a product withdrawal that you initiate.

**CG 31 70 12 04 -- Exclusion - Product Tampering**

When this endorsement is attached to your Product Withdrawal Coverage Form, no coverage will be provided for a product withdrawal which results from known or suspected product tampering.

**CG 31 71 12 04 -- Exclusion - Product Replacement, Repair Or Repurchase**

When this endorsement is attached to your Product Withdrawal Coverage Form, the costs of replacing, repairing or repurchasing of your product after a product withdrawal will not be covered as product withdrawal expenses.

**CG 31 74 12 04 -- Exclusion Of Newly Acquired Organizations As Insureds**

When this endorsement is attached to your Product Withdrawal Coverage Form, a product withdrawal initiated by an organization that you newly acquire or form will not be covered under your policy.

**CLARIFICATIONS OR NO IMPACT IN COVERAGE****CG 04 37 12 04 -- Electronic Data Liability**

This revised endorsement indicates that the Electronic Data Exclusion that was added to your General Liability coverage form(s) does not apply to the coverage provided under this endorsement.

**CG 21 42 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations)****CG 21 43 12 04 -- Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations Excepted)**

The reference to the Products/Completed Operations Coverage Part has been removed from these endorsements since the exclusion being added by these endorsements does not apply to property damage included within the products-completed operations hazard.

**CG 24 05 12 04 -- Financial Institutions Fiduciary Interest Only**

The title of CG 24 05 is revised and provisions contained in endorsement CG 24 11 have been included. With this revision, you will no longer have both endorsements CG 24 05 and CG 24 11 attached to your policy to limit coverage to damages solely arising out of your trust operations. CG 24 05 will now be the only endorsement necessary to limit the coverage to your fiduciary interest only.

**CG 21 67 12 04 Fungi Or Bacteria Exclusion (for use with Commercial General Liability Coverage Form)**

**CG 24 25 12 04 Limited Fungi Or Bacteria Coverage (for use with Commercial General Liability Coverage Form)**

**CG 31 31 12 04 Fungi Or Bacteria Exclusion (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

**CG 31 32 12 04 Limited Fungi Or Bacteria Coverage (for use with Owners And Contractors Protective Liability Coverage Form and Products/Completed Operations Liability Coverage Form)**

The term "consumption" in these endorsements has been replaced with the term "bodily consumption" to reinforce that the limitations/exclusions do not extend to goods or products not intended for bodily consumption (e.g., building materials, such as sheetrock, used during the construction/repair of a building). Endorsements CG 24 25 and CG 31 32 have also been revised to stress that other specified limits of insurance in the policy will continue to apply to losses arising out of fungi or bacteria incidents, but only when the Fungi Or Bacteria Liability Aggregate Limit has not been exhausted.



**ace usa**

## General Liability Notice to Policyholders

Policy Number: G2 17 46 45 9

### **EXCLUSION - VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION**

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage changes when the exclusion for violation of statutes that govern e-mails, fax phone calls or other methods of sending material or information is attached to this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy, and the endorsement attached to your policy, carefully.

This notice contains a brief synopsis of the following endorsement:

- CG 00 67 03 05 - Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

When the above referenced endorsement is attached to your policy, coverage is excluded for bodily injury and property damage under Coverage A and personal and advertising injury under Coverage B, arising directly or indirectly out of any action or omission that violates or is alleged to violate the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act of 2003 (including any amendment of or addition to such laws), or any other statute, ordinance or regulation that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

This is a reduction in coverage in states where, absent the wording of this endorsement, courts would consider coverage to be provided for violations of the above-mentioned acts or of other similar statutes, regulations or ordinances.



# Countersignature Endorsement Request

COMPANY \_\_\_\_\_

TO: Countersigning Agent: **NAME** \_\_\_\_\_ Date \_\_\_\_\_

ADDRESS \_\_\_\_\_

PRODUCING OFFICE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PRODUCING AGENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**COUNTERSIGNING AGENT** – Please sign original (if attached) or Copy #1, prepare a bill to Producing Agent, (shown above) for fee and forward to Producing Office. Retain Copy #3 for your records.

**PRODUCING AGENT** – Detach Endorsement on bottom of this sheet or original policy and forward to Insured. Remit countersigning fee to Countersigning Agent per attached bill.

COVERAGES	PREMIUM	COUNTERSIGNING COMMISSION	
		RATE	AMOUNT
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____
_____	\$ _____	_____ %	\$ _____

Non-Resident License # \_\_\_\_\_

## COUNTERSIGNATURE ENDORSEMENT

FOR THE STATE OF \_\_\_\_\_

This is to certify that the policy of insurance to which this endorsement is attached represents business in the above State transacted through the below named resident agent licensed by the Insurance Department of said State, and that such agent, whose name is signed below this certificate, is duly licensed to act as such for this Company in said State.

Attached to Policy No. G2 17 46 45 9 Policy Term \_\_\_\_\_

Issued to \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent

# Notice To Our Policyholders

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

For information regarding this policy, please contact your agent or broker.  
If you are unable to reach your agent or broker, you may contact

ACE USA  
Customer Service

---

---

---

---

---



**ACE Producer Compensation  
Practices & Policies**

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

## QUESTIONS ABOUT YOUR INSURANCE?

Named Insured			Endorsement Number
Policy Symbol	Policy Number G2 17 46 45 9	Policy Period TO	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

Answers to questions about your insurance, coverage information, or assistance in resolving complaints can be obtained by calling ACE USA, Customer Support Service Department, at 1-800-352-4462.