



RENEWED BUSINESS ACCOUNT PACKAGE POLICY

SPECIAL FORM

Policy Number	Named Insured and Address	From	Policy Period	To
2026663231	WM GROUP ENGINEERS PC 370 SEVENTH AVE. SUITE 701 NEW YORK, NY 10001	07/17/2007		07/17/2008
Agency Number	Agency Address	Coverage Provided By		
999730886	VOSCO - MELVILLE TWO WISCONSIN CIRCLE CHEVY CHASE, MD 20815	Valley Forge Insurance Co CNA Plaza Chicago, Illinois 60685		

This policy becomes effective and expires at 12:01 A.M. standard time at your mailing address on the dates shown above.

The Named Insured is a Corporation.

Your policy is composed of this Declarations, with the attached Common Policy Conditions, Coverage Forms, and Endorsements, if any. The Policy Forms and Endorsement Schedule shows all forms applicable to this policy at the time of policy issuance.

The Policy Premium is

Policy Taxes and Surcharges

Total Policy Charges

Terrorism Risk Insurance Act Premium

For your locations in the states of IL, LA, NJ, NY and OK Terrorism Endorsement G-144225-A and Terrorism Policyholder Notice G-144233-B applies: in all other states & DC, Terrorism Endorsement G-144234-B applies

In return for the payment of the premium, and subject to all the terms and conditions contained herein, we agree to provide the insurance as stated.

This section summarizes the included limits and coverages on your policy.

BUSINESS LIABILITY

Limits of Insurance

Liability and Medical Expenses	\$1,000,000
Medical Expenses (Per Person)	\$10,000
Fire Legal Liability (Any One Fire or Explosion)	\$100,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate (Other Than Products/ Completed Operations)	\$2,000,000
Hired and Non-Owned Auto Liability (Each Occurrence)	\$1,000,000
Employee Benefits Liability	
Each Employee Deductible \$1,000	
Each Employee	\$300,000
Aggregate	\$300,000

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2026663231	WM GROUP ENGINEERS PC 370 SEVENTH AVE. SUITE 701 NEW YORK, NY 10001	07/17/2007	07/17/2008	

*** BUSINESS ACCOUNT PACKAGE POLICY FORMS AND ENDORSEMENTS ***

Form Number	Form Title
BP0115	12/01 New York Changes
BP1203	06/89 Loss Payable Provisions
G110725A	04/94 Employee Benefits Liability Coverage Endorsement
G110730B31	10/98 Hired Auto and Non-Owned Auto Liability Endt
G123127B31	12/02 Arch./Eng/ Blkt. Insd. / Blkt. Waiver of Subr.
G123134B	12/02 Exclusion - Construction Management E And O
G126534A	10/97 Employment-Related Practices Exclusion
G127664B	08/99 Amendment Aggregate Lmts of Ins (Per Project)
G134799A	05/99 Exclusion - Asbestos
G134822B31	03/01 NY, Architect, Engineer and Surv. Liability Ext
G140332A	01/04 BAPP Choice Architects, Engineers and Surveyors
G140356A	02/01 COMPUTER VIRUS AND SYSTEM PENETRATION EXCLUSION
G140412A	02/02 Known or Continuing Injury / Damage (Liability)
G142604A	02/02 Property Damage Definition, Amendatory Endorsement
G144225B	10/06 Cap On Losses from Certified Acts of Terrorism
G144291A	03/03 Economic And Trade Sanctions Condition
G147217B	10/06 Important Information Notification TRIA
G19340C	12/95 BAPP Businessowners Special Property Coverage Form
G20510B	02/96 BAPP Businessowners Liability Coverage Form
G20866A	04/94 BAPP Businessowners Common Policy Conditions
G20904A	04/94 Amendment - Aggregate Limits Of Ins (Per Location)
G21963A31	08/94 New York Changes - Employee Benefits
G21965A31	08/94 NY Changes-Businessowners Liab. Cov. Form
IL0003	06/89 Calculation of Premium

*** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY ***

Form Number	Form Title
G134831A	08/99 BAPP IMPORTANT INFORMATION
G134844A	09/99 Noncontractors Blanket Additional Insured Endt
G136061A	07/99 Important Information
G145041A	05/03 IMP INF Economic And Trade Sanctions Condition

*Note: For Renewal Policies Only

The asterisk following the edition date denotes new forms and endorsements which apply to this renewal, or which replace earlier editions of forms and endorsements on the original policy

countersignature


Chairman of the Board

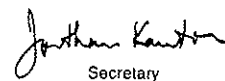

Secretary



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READ YOUR POLICY CAREFULLY

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BUSINESS ACCOUNT PACKAGE POLICY BUSINESSOWNERS 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. 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 C – WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION F – LIABILITY AND MEDICAL EXPENSES DEFINITIONS.

A. COVERAGES

1. Business Liability

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "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 D – 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 or medical expenses.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under COVERAGE EXTENSION – SUPPLEMENTARY PAYMENTS.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:
 - (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (b) The "bodily injury" or "property damage" occurs during the policy period.
- (2) To:
 - (a) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;

- (b) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

- c. 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".
- d. "Property damage" that is loss of use of tangible property that is not physically injured will be deemed to occur at the time of the "occurrence" that caused it.
- e. **Coverage Extension – Supplementary Payments**

In addition to the Limits of Insurance, we will pay, with respect to any claim or "suit" we defend:

- (1) All expenses we incur.
- (2) Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments, but only for bond amounts within our Limit of Insurance. We do not have to furnish these bonds.
- (4) 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.
- (5) All costs taxed against the insured in the "suit".
- (6) Prejudgment interest awarded against the insured on that part of the judgment we

pay. If we make an offer to pay the Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- (7) 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 our Limit of Insurance.

2. Medical Expenses

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

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the Limit of Insurance. We will pay reasonable expenses for:

- (1) First aid 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.

B. EXCLUSIONS

1. Applicable to Business Liability Coverage

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) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

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, servicing 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. Employers' 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 (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;
 - (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 any insured or 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:
 - (i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii) 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.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

- (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.

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

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 does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (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. Professional Services

"Bodily injury", "property damage", "personal injury" or "advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (3) Supervisory, inspection or engineering services;
- (4) Medical, surgical, dental, x-ray or nursing services or treatment;
- (5) Any health service or treatment;
- (6) Any cosmetic or tonsorial service or treatment;
- (7) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Ear piercing services;
- (9) Veterinary medicine services;
- (10) Mortician services; and
- (11) Services in the practice of pharmacy; but this exclusion does not apply to an insured whose operations include those of a retail druggist or drugstore.
- (12) Services rendered in connection with the creation and/or development, modification, or repair of "software", including but not limited to design, specifications, system or "software" configuration and consultation.

k. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy;

- (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.

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".

l. Damage to Your Product

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

m. 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.

n. 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.

o. 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.

p. "Personal injury" or "advertising injury":

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) 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;
- (5) Personal injury 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; or any loss, cost or expense arising out of any:
 - (a) 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
 - (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.

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

q. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

Exclusions c. through o. do not apply to damage by fire, explosion or sprinkler leakage 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 of the greater of:

- a. The Fire Damage Limit shown in the Declarations; or
- b. \$100,000.

2. Applicable to Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. 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. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Business Liability Coverage.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

3. Nuclear Energy Liability Exclusion.

This 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 or Nuclear Insurance Association of Canada, 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 Medical Expenses 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 the "hazardous properties" of the "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.

As used in this exclusion:

"byproduct material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying or "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 material" means "source material", "special nuclear material" or "byproduct material";

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction

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or to contain a critical mass of fissionable material;

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

"source material" has the meaning given it in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"special nuclear material" has the meaning given it 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 "byproduct 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 paragraphs (a) and (b) of the definition of "nuclear facility".

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

2. Each of the following is also an insured:

- a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you. However, no "employee" is an insured for:
 - (1) "Bodily injury" or "personal injury" to you or to a co-"employee" while in the course of his or her employment, or to the

spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury" or "personal injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;

- (2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. However, if you have "employees" who are pharmacists in your retail druggist or drugstore operation, they are insureds with respect to their providing or failing to provide professional health care services; or
- (3) "Property damage" to property owned or occupied by or rented or loaned to that "employee", any of your other "employees", or any of your partners or members (if you are a partnership or joint venture).

b. Any person (other than your "employee"), 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 policy.

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 or joint venture, 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage does not apply to "personal injury" or "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 or joint venture that is not shown as a Named Insured in the Declarations.

D. 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 most we will pay for the sum of all damages because of all:

- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence"; and
- b. "Personal injury" and "advertising injury" sustained by any one person or organization;

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

3. The most we will pay under Business Liability Coverage for damages because of "property damage" to premises rented to you arising out of any one fire, explosion or sprinkler leakage is the Fire Legal Liability limit shown in the Declarations.

4. Aggregate Limits

The most we will pay for:

- a. Injury or damage under the "products-completed operations hazard" arising from all

"occurrences" during the period is the Products-Completed Operations Aggregate limit shown in the Declarations.

- b. All other injury or damage, including medical expenses, arising from all "occurrences" during the policy period is the General Aggregate limit shown in the Declarations. This limitation does not apply to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of fire, explosion or sprinkler leakage.

The limits of this policy 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.

E. GENERAL CONDITIONS

1. Bankruptcy

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

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 or 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, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - e. If you report an "occurrence" to your workers' compensation insurer which develops into a liability claim for which coverage is provided by this policy, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" is a liability claim rather than a workers' compensation claim.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this policy:

- 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 policy 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 obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy 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.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy 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.

F. DEFINITIONS

1. "Advertising Injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
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:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or

- (b) 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; and
 - (2) 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 similar governing document.
7. **"Impaired Property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
8. **"Insured Contract"** means:
- a. 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, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property

damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (a) That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
 - (b) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
 - (c) 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 (b) above and supervisory, inspection or engineering services; or
 - (d) That indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises rented or loaned to you or temporarily occupied by you with permission of the owner.
9. **"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".
10. **"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 or property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

11. "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, on which are 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;
 - (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.

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

13. "Personal Injury" means injury, other than "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, by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

14. a. "Products — Completed Operations Hazard" includes all "bodily injury" and "property damage" 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.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. "Your work" will be deemed completed at the earliest of the following times:

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

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

c. This hazard 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 created by the "loading or unloading" of it; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

15. "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.

16. "Software" means:

- a. Electronic data processing, recording or storage media such as films, tapes, cards, discs, drums or cells; and
- b. Data and programming records used for electronic data processing or electronically controlled equipment stored on such media; and
- c. Written or printed data, such as programs, routines, and symbolic languages, essential to the operation of computers; and
- d. Documents containing information on the operation and maintenance of computers.

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

- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

18. "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.

19. "Your Product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

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

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

20. "Your Work" means:

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

"Your work" includes

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

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IMPORTANT INFORMATION

FROM THE MEMBER COMPANIES OF CNA INSURANCE (CNA)

An Asbestos Exclusion Endorsement has been added to your Business Accounts Package Policy. This Asbestos Exclusion Endorsement excludes coverage for Bodily Injury, Property Damage, Personal Injury and Advertising Injury arising out of the actual, alleged or threatened exposure to asbestos; or any loss, cost or expense that may be awarded or incurred: by reason of a claim or suit for any such injury or damage or in complying with a governmental directive to test for, monitor, clean up, remove, contain or dispose of asbestos.

It was not CNA's intent to provide liability coverage for asbestos related injuries or losses. The Asbestos Exclusion has been added to your policy to further clarify coverage and help avoid any misunderstanding at the time of loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
HIRED AUTO AND NON-OWNED AUTO LIABILITY ENDORSEMENT
(NEW YORK)

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNTS PACKAGE POLICY – BUSINESSOWNERS LIABILITY COVERAGE FORM

A. HIRED AUTO LIABILITY

The insurance provided under **1. Business Liability** of section **A. COVERAGES** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

B. NON OWNED AUTO LIABILITY

The insurance provided under **1. Business Liability** of section **A. COVERAGES** applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "non-owned auto" by any person other than you in the course of your business.

C. The following apply only with regard to the insurance provided in **A.** and **B.** above.

- 1.** Exclusions **1.c., e., g., h., j., k., l., m., n., o., p.,** and **q.** of section **B. EXCLUSIONS** do not apply.
- 2.** The following exclusions shall also apply.

This insurance does not apply:

- a.** "Bodily injury" to an "employee" of the insured arising out of and in the course of:

- (1)** Employment by the insured; or
- (2)** Performing duties related to the conduct of the insured's business;

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the insured under an "insured contract."

- b.** "Property damage" to:

- (1)** Property owned or being transported by, or rented or loaned to, the insured; or
- (2)** Property in the care, custody, or control of the insured.

3. Section **C. WHO IS AN INSURED** is replaced by the following.

C. WHO IS AN INSURED

- 1.** Each of the following is an insured under this endorsement to the extent set forth below:

- a.** You.

- b.** Any other person using a "hired auto" with your permission.

- c.** With respect to a "non-owned auto," any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.

- d.** Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs **a., b.** or **c.** above.

2. None of the following is an insured under this endorsement.

- a.** Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment;

- b.** Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

- c.** Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;

- d.** The owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee; or

- e.** Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

4. Section **D. LIMITS OF INSURANCE** is replaced by the following:

D. LIMITS OF INSURANCE

Regardless of the number of:

- 1.** Insureds;

2. Claims made or "suits" brought;
3. Persons or organizations making claims or bringing "suits"; or
4. Vehicles involved in an accident;

the Hired Auto and Non-Owned Auto Liability Each Occurrence Limit shown in the Declarations is the most we will pay under **A. COVERAGES** for all damages resulting from an "occurrence" involving "hired autos" or "non-owned autos."

The Limits Of Insurance of this endorsement applies 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 Limit of Insurance.

5. Condition **H. Other Insurance**, of the Businessowners Common Policy Conditions form, is replaced by the following:

H. Other Insurance

This insurance is excess over any other valid and collectible insurance available to you.

6. The following are added under section **F. DEFINITIONS**.

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos."
2. "Hired auto" means any "auto" you lease, hire, rent or borrow which is used in connection with your business. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees," partners, or "executive officers," or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. However, if you are a partnership, a "non-owned auto" does not include any "auto" owned by any partner.

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK
BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM
BUSINESS ACCOUNT PACKAGE POLICY – COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C)** of the Business Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **DEFINITIONS – "Insured Contract" (Section F.8)** within the Business Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
 5. This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. GENERAL CONDITIONS - Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2)** of the Business Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2 & 3) of the Common Policy Conditions are deleted and replaced with the following:

2. This insurance is excess over any other valid and collectible insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional 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:

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

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.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section J.2) of the Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION
CONSTRUCTION MANAGEMENT – ERRORS AND OMISSIONS
&
CONSTRUCTION AND DEMOLITION WORK
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM

EXCLUSIONS – Applicable to Business Liability Coverage, Professional Services (Section B.1.j., items 2 & 3) are deleted and replaced as follows:

(2) The insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or

surveyor performing services on a project of which you serve as construction manager; or

(b) Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

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

(a) The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT – RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY BUSINESS LIABILITY COVERAGE FORM

The following exclusion is added to Section **B. EXCLUSIONS** of the Business Liability Coverage Form:

This insurance does not apply to:

r. "Bodily injury" or "personal 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" or "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESSOWNERS LIABILITY COVERAGE FORM

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A.1.**, and for all medical expenses caused by accidents under **COVERAGE A.2.**, which can be attributed only to ongoing operations at a single construction project:
- 1.** A separate Construction Project General Aggregate limit applies to each construction project. The Construction Project General Aggregate limit is equal to the amount of the General Aggregate limit shown in the Declarations.
 - 2.** The Construction Project General Aggregate limit is the most we will pay for the sum of all damages payable under **COVERAGE A.1.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses payable under **COVERAGE A.2.** regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought; or
 - c.** Persons or organizations making claims or bringing "suits."
 - 3.** Any payments made under **COVERAGE A.1** for damages or under **COVERAGE A.2.** for medical expenses shall reduce the Construction Project General Aggregate limit for the applicable construction project. Such payments shall not reduce the General Aggregate limit shown in the Declarations nor shall they reduce any Construction Project General Aggregate limit applicable to other construction projects.
 - 4.** The limits shown in the Declarations for Liability and Medical Expenses, Fire Legal Liability, and
- Medical Expenses continue to apply. However, instead of being subject to the General Aggregate limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences," and for all medical expenses caused by accidents, which cannot be attributed only to ongoing operations at a single construction project:
- 1.** Any payments made under **COVERAGE A.1.** for damages or under **COVERAGE A.2.** for medical expenses shall reduce the amount available under the General Aggregate limit or the Products/Completed Operations Aggregate limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Construction Project General Aggregate limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products/Completed Operations Aggregate limit, and not reduce the General Aggregate limit nor any Construction Project General Aggregate limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of the Limits Of Insurance section not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNTS PACKAGE POLICY – BUSINESSOWNERS POLICY

This insurance does not apply to:

- (1)** "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened exposure at any time to asbestos; or
- (2)** Any loss, cost or expense that may be awarded or incurred:
 - (a)** by reason of a claim or "suit" for any such injury or damage; or
 - (b)** in complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

- (1)** airborne as a fiber, particle or dust;
- (2)** contained in, or formed a part of a product, structure or other real or personal property;
- (3)** carried on clothing;
- (4)** inhaled or ingested; or
- (5)** transmitted by any other means.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK – ARCHITECTS, ENGINEERS AND SURVEYORS

LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY BUSINESS LIABILITY COVERAGE FORM
BUSINESS ACCOUNT PACKAGE POLICY BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE OF LIMITS FOR OFFICE PREMISES LIMITED POLLUTION LIABILITY COVERAGE

Each Pollution Incident Limit \$ _____
Pollution Liability Aggregate Limit \$ _____

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

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Changes to Section C. Who Is An Insured

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12. Office Premises Limited Pollution Coverage

1. Enhanced Supplementary Payments

The values shown in paragraph 1.e., **Coverage Extension - Supplementary Payments**, of SECTION A. COVERAGES are amended as follows:

- A.** The amount shown in paragraph (2) for bail bonds is amended from \$1,000 to \$3,000.
- B.** The amount shown in paragraph (4) for actual loss of earnings because of time off work is amended from \$250. per day to \$300. per day.

2. Extended Property Damage

Exclusion 1.a., Expected or Intended Injury, of SECTION B. **EXCLUSIONS Applicable to Business Liability Coverage**, is deleted and replaced with the following:

This insurance does not apply to:

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

3. Amendment of Liquor Liability Exclusion

Exclusion 1.c., Liquor Liability, of SECTION B. **EXCLUSIONS Applicable to Business Liability Coverage**, is deleted in its entirety and replaced by the following:

This insurance does not apply to:

- c. "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:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity
 - (a) Requires a license; or
 - (b) Is for the purpose of financial gain or livelihood; or
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

4. Total Pollution Exclusion (See Coverage A.4. for terms of Office Premises Limited Pollution Coverage.)

Exclusion 1.f., Pollution, of SECTION B. **EXCLUSIONS Applicable to Business Liability Coverage**, is deleted in its entirety, and replaced with the following:

This insurance does not apply to:

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

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

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) While 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 at any premises, site or location.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

- (a) 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
- (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.

Paragraph (2) of this exclusion does not apply to "property damage" arising out of heat, smoke or fumes from a hostile fire that is not excluded by Paragraph (1) above. However, this exception to Paragraph (2) does not apply to any loss, cost or expense arising out of any request, demand, order or statutory requirement or claim or suit solely by or on behalf of a governmental authority.

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

5. Expanded Liability Coverage for Premises Rented to You

- A. Exclusion 1.k., Damage to Property, of SECTION B. **EXCLUSIONS Applicable to Business Liability Coverage**, is amended to add the following paragraph beneath subparagraph (6):

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises.

- B. Paragraph 1., **Exclusions Applicable to Business Liability Coverage**, is amended to delete its last paragraph (the one that begins "Exclusions c. through o. do not apply to damage by fire, explosion or sprinkler leakage to premises while rented to you") and its subparagraphs a. and b. in their entirety, and replace them with the following:

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Exclusions **g.** and **h.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, including the contents of such premises.

- C.** Paragraph **3.** of SECTION **D. LIMITS OF INSURANCE** is deleted and replaced by the following:

- 3.** The most we will pay under Business Liability Coverage for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" is the Fire Legal Liability Limit shown in the Declarations.

- D.** Subparagraph **b.** of paragraph **4.**, **Aggregate Limits** of SECTION **D. LIMITS OF INSURANCE** is deleted and replaced with the following:

The most we will pay for:

- b.** All other injury or damage, including medical expense, arising from all "occurrences" during the policy period is the General Aggregate limit shown in the Declarations. This limitation does not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner.

6. Contractual Liability for Personal Injury and Advertising Injury

Exclusion **1.p.(4)** of SECTION **B. EXCLUSIONS Applicable to Business Liability Coverage**, is deleted.

7. Additional Insured - State or Political Subdivisions - Permits

SECTION **C. WHO IS AN INSURED** is amended to include as an insured any state or political subdivision, subject to the following provisions:

- 1.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2.** This insurance does not apply to:
 - a.** "Bodily injury," property damage," "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
 - b.** "Bodily injury" or "property damage" included within the "products-competed operations hazard."

8. Fellow Employee First Aid

Paragraph **2.a.(2)** of SECTION **C. WHO IS AN INSURED** is deleted and replaced with the following:

However none of these "employees" is an insured for:

- (2)** "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services. However this restriction does not apply to first aid administered by an "employee" who is not an employed doctor or nurse.

9. Retired Partners, Members, Directors, and Employees

Paragraph **2.** of SECTION **C. WHO IS AN INSURED** is amended to include the following as insureds:

Individual persons who are retired partners, members, directors or employees are also insureds, but only for "bodily injury," "property damage," "personal injury" and "advertising injury" that results from services performed for you under your direct supervision.

10. Participation in Professional Joint Ventures

- A.** The following paragraph **5.** is added to SECTION **C. WHO IS AN INSURED**:

- 5.** You are also an insured for your participation in a past or present joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a.** Each and every one of your co-venturers are architectural, engineering or surveying firms;
- b.** The joint venture has no direct employees; and
- c.** The joint venture does not own, rent or lease any real or personal property.

You are insured for the conduct of your business within such a joint venture. You are also insured for your liability for the acts or omissions of other co-venturers in the conduct of the business of such a joint venture.

- B.** The last paragraph of SECTION **C. WHO IS AN INSURED** is deleted and replaced by the following:

Except as specifically allowed by paragraph **5.** above, 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.

- C.** As stipulated in SECTION **H. OTHER INSURANCE** of the Businessowners Common Policy Conditions, this insurance is excess over any other insurance available to such a joint venture, whether primary, excess, contingent, or on any other basis.

11. Extended Bodily Injury

Definition 3., "Bodily Injury," of SECTION F., **DEFINITIONS**, is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, sickness or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.

12. Office Premises Limited Pollution Coverage

This Office Premises Limited Pollution Coverage section of the Architects, Engineers and Surveyors Extension endorsement modifies several portions of the Business Account Package Policy - Business Liability Coverage Form. These modifications apply only to the coverage provided by this section of the endorsement.

- A. The following paragraph 4. is added to SECTION A. **COVERAGES**:

4. Office Premises Limited Pollution Coverage

a. Insuring Agreement

- (1) We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" which directly results from a covered "pollution incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "pollution incident" and settle any claim or "suit" that may result. But:

- (a) The amount we will pay for damages is limited as described in SECTION D. **LIMITS OF INSURANCE** as amended by this endorsement; and
- (b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements. **We will provide defense even if any allegations of the "suit" are groundless, false or fraudulent.**
- (c) We have no duty to defend "suits" seeking damages not covered by this endorsement.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under paragraph 1.e. **Coverage**

Extension - Supplementary Payments of SECTION A. as amended by this section of the endorsement.

- (2) We will also reimburse you for "preventive remedial expense" that directly results from a covered "pollution incident" to which this insurance applies.

We will reimburse you up to \$25,000 per annual policy period for all "preventive remedial expense" directly resulting from all covered "pollution incidents," subject to a deductible of \$5,000 per covered "pollution incident." This annual limit is in addition to the per incident deductible, and is in addition to the Pollution Liability Aggregate Limit described in SECTION D. **LIMITS OF INSURANCE** as amended by this endorsement.

This "preventive remedial expense" coverage does not apply to expenses that are covered by any other insurance available to the insured.

- (3) This insurance applies to "bodily injury," "property damage" or "preventive remedial expense" at, on or from "your office premises" only if:
- (a) The "bodily injury" directly results from a "pollution incident" that happens entirely "above-ground" at or from "your office premises"; or
- (b) The "property damage" occurs off of "your office premises" and directly results from a "pollution incident" that happens entirely "above-ground" at or from "your office premises"; or
- (c) The "preventive remedial expense" directly results from a "pollution incident" that happens entirely "above-ground" on "your office premises" and does not result in any covered "bodily injury" or "property damage; and
- (d) The "pollution incident":
- (i) is demonstrable as commencing and ending within 72 hours;
- (ii) is accidental;



(iii) "commences during the policy period"; and

(iv) happens in the "coverage territory."

(4) "Commences during the policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.

(5) All "bodily injury" or "property damage" resulting from one "pollution incident" shall be deemed to have occurred only at the commencement date of the covered "pollution incident."

(6) The insured's responsibility to pay damages because of "bodily injury" or "property damage" must be determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to.

(7) Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services, or death resulting from the "bodily injury."

B. SECTION B. EXCLUSIONS is deleted and replaced by the following:

This insurance does not apply to:

- a. "Bodily injury," "property damage" or "preventive remedial expense" expected or reasonably foreseeable from the standpoint of the insured.
- b. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which is a repeat or resumption of a previous "pollution incident" involving the same pollutant from essentially the same source within the previous twelve (12) months, at the same premises.
- c. "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 that the insured would have in the absence of the contract or agreement.
- d. Any obligation of the insured under a workers' compensation, disability benefits or

unemployment compensation law or any similar law.

e. "Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

- (i) employment by the insured; or
- (ii) performing duties related to the conduct of the insured's business.

(2) The spouse, child, parent, brother or sister of that employee as a consequence of (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.

f. "Property damage" to

(1) A "waste facility" to which waste from the operations of an insured is consigned;

(2) Property you own, rent, or occupy now or at any time in the past;

(3) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(4) Property loaned to an insured; or

(5) Personal property in care, custody or control of an insured.

Paragraph (2) of this exclusion f. does not apply to "preventive remedial expense" at property you own, rent or occupy now.

g. "Bodily injury" at or from a "waste facility" to which waste from the operation of an insured is consigned.

h. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" at or from a "waste facility" which is on "your office premises."

i. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

j. "Bodily injury" or "property damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deepwater port as defined in the Deepwater Port Act of 1974 as amended or as may be amended.

- k. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire at any premises, site or location which is or was at any time owned or occupied by or rented or loaned to any insured.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

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

This exclusion does not apply to "bodily injury" or "property damage" arising out of 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.

- m. "Bodily injury" or "property damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

- n. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

(1) The insured; or

(2) You or any of your members, partners, executive officers or managers of limited liability companies.

- o. "Bodily injury," "property damage" or "preventive remedial expense" arising out of acid rain.

- p. Any loss, cost or expense arising out of any request, demand or order by a governmental authority 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 affects of "pollutants" at any site which is included on an EPA or state environmental agency priority clean-up list prior to the "pollution incident."

- q. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" which results from failure

of air or waste water pollution control equipment.

- r. "Bodily injury," "property damage" or "preventive remedial expense" resulting from the "hazardous properties" of "nuclear material."

As used in this exclusion:

"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.

- s. "Bodily injury," "property damage" or "preventive remedial expense" arising out of a "pollution incident" from any insured's premises that was used by that insured for the storage, disposal, processing or treatment of waste materials and was:

(1) Sealed off, closed, abandoned or alienated prior to the effective date of this policy; or

(2) Sealed off or closed subject to statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after sealing off or closure.

- t. "Bodily injury," "property damage" or "preventive remedial expense" arising out of waste derived from medical services, procedures, testing or research, and which could potentially transmit disease.

- u. Any multiple, punitive or exemplary damages or fines or penalties. However, if a "suit" is brought against the insured with respect to a claim for acts or alleged acts falling within the coverage hereof, seeking both compensatory and punitive or exemplary damages, then we will afford a defense to such action, without liability for such punitive or exemplary damages.

- v. "Bodily injury," "property damage" or "preventive remedial expense" arising out of:

(1) the actual, alleged or threatened exposure at any time to asbestos or any loss, cost, or expense that may be awarded or incurred by reason of a claim or "suit" for such injury or damage; or

- (2) complying with a governmental direction or request to test for, monitor, clean-up, remove, contain, or dispose of asbestos.

Asbestos means the mineral in any form whether or not the asbestos was at any time:

- (1) Airborne as a fiber, particle, or dust;
- (2) Contained in or formed a part of a product, structure, or other real or personal property;
- (3) Carried on clothing;
- (4) Inhaled or ingested; or
- (5) Transmitted by any other means.

- w. "Bodily injury" or "property damage" arising out of:

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

- x. Any loss, cost or expense arising out of any:

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

However, this exclusion does not apply to liability for damages because of "property damage" that is not otherwise excluded by this coverage, **Office Premises Limited Pollution Coverage**, unless the request, demand, order or statutory or regulatory requirement or claim or "suit" is solely by or on behalf of a governmental authority.

- C. Paragraph 1.e.(3) of **Coverage Extension - Supplementary Payments**, of SECTION A. **COVERAGES** is deleted and replaced by the following:

- (3) Expenses incurred by the insured for first aid to others at the time of a "pollution incident" for "bodily injury" to which this insurance applies.

- D. SECTION C. **WHO IS AN INSURED** is amended as follows:

- 1. The following subparagraph d. is added to paragraph 4. of SECTION C. **WHO IS AN INSURED**:

d. Coverage 4., **Office Premises Limited Pollution Coverage**, does not apply to "bodily injury" or "property damage" arising out of "pollution incidents" that occurred before you acquired or formed the organization.

- 2. The following additional paragraph is added at the end of SECTION C. **WHO IS AN INSURED**:

No person or organization identified as an insured on any endorsement now or hereafter attached to this Coverage Part is an insured with respect to **COVERAGE 4., Office Premises Limited Pollution Coverage**, unless that endorsement specifically references **Office Premises Limited Pollution Coverage** by name.

- E. SECTION D. **LIMITS OF INSURANCE** is deleted and replaced by the following:

LIMITS OF INSURANCE

- 1. The Limits of Insurance described in this endorsement's Schedule of Limits for Office Premises Limited Pollution Coverage, 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 Pollution Liability Aggregate Limit is the most we will pay for all damages because of all "bodily injury" and "property damage" directly resulting from all "pollution incidents" to which **Office Premises Limited Pollution Coverage** applies.

- 3. Subject to 2. above, the Each Pollution Incident Limit shown in the Schedule is the most we will pay for the sum of all damages because of "bodily injury" and "property damage" directly resulting from any one "pollution incident" to which **Office Premises Limited Pollution Coverage** applies.

- 4. The Limits of Insurance of this **Office Premises Limited Pollution Coverage** 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 preceding period for purposes of determining the Limits of Insurance.

5. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** are separate from and not subject to the General Aggregate Limit for **COVERAGE 1. Business Liability**.
6. The Limits of Insurance for this **Office Premises Limited Pollution Coverage** shall not be amended by any endorsement attached to this policy which does not specifically reference **Office Premises Limited Pollution Coverage**.

F. SECTION E. GENERAL CONDITIONS is amended as follows:

1. Condition **2.a.** is replaced by the following:

2. Duties In The Event of Pollution Incident, Claim or Suit.

- a. You must see to it that we are notified as soon as practicable of a "pollution incident" that may result in a claim. To the extent possible, notice should include:

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

2. The following Condition is added:

Remediation of Insured's Premises

- a. Except for "preventive remedial expense" as described in paragraph **4.a.(2)** of **SECTION A. COVERAGES**, this policy's **Office Premises Limited Pollution Coverage** doesn't provide coverage for clean-up of "your premises." If a "pollution incident" happens on "your premises" that poses imminent and substantial danger of "bodily injury" or "property damage" to which this insurance applies, you must promptly take at your own expense all reasonable steps to curtail or prevent covered "bodily injury" or "property damage" from happening.

- b. If, in defiance of the intent of this policy, we are ever compelled by court or governmental order to pay to clean up part or all of "your premises," you agree to reimburse us for all such costs.

With respect to your duties under this Condition, if a dispute arises between you and us with respect to payment and/or reimbursement for any expenses for testing, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of "pollutants" associated with "your premises," the matter shall be resolved by arbitration, and such arbitration shall be governed by the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereafter.

If a dispute subject to arbitration hereunder should arise, either party may make a demand for arbitration by filing a demand in writing with the other. There shall be three arbitrators, one named in writing by each of the parties within ten (10) days after the demand for arbitration is given and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) are empowered by both parties to proceed ex parte. Arbitration shall take place in the county or parish of the insured and the hearing before the arbitrator(s) of the matter to be arbitrated shall be at the time and place within said county or parish as is selected by the arbitrator(s). The arbitrator(s) shall select such time and place promptly after his/her (or their) appointment and shall give written notice thereof to each party at least 20 days prior to the date so fixed. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator(s). Said arbitrator(s) shall hear and determine the matter and shall execute and acknowledge their award in writing and cause a copy thereof to be delivered to each of the two parties. The decision of any two arbitrators shall be final, binding and conclusive.

The submission of a dispute to the arbitrator(s) may be rendered by any Court having jurisdiction. If three arbitrators are selected under the foregoing procedure but

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two of the three fail to reach an agreement in the determination of the matter in question, the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by two of the three arbitrators selected. The costs of such arbitration shall be borne equally by the parties or in such proportions as the arbitrator(s) shall determine.

Each party shall appoint and pay for any counsel appointed to represent it in such arbitration, unless otherwise provided in law.

This Section is not to be construed to give a right of action against us by a claimant not otherwise provided by law.

G. SECTION H. OTHER INSURANCE of the Businessowners Common Policy Conditions is amended to add the following paragraph 4.:

- 4.** This condition does not apply to coverage afforded under Insuring Agreement **a.(2)** of Coverage **4. Office Premises Limited Pollution Coverage**.

H. SECTION F. DEFINITIONS is amended to include the following definitions:

"Commences during the policy period" means that the first emission, discharge, release or escape of the "pollutant" or "pollutants" from which the "bodily injury" or "property damage" arises is demonstrable as having occurred during this policy period.

"Pollution incident" means the emission, discharge, release, or escape of "pollutants," provided that such emission, discharge, release, or escape results in the injurious presence of "pollutants" in or upon land, the atmosphere, interior of a building or any water course, body of water or ground water. A series of related emissions, discharges, releases or escapes of "pollutants" will be deemed to be one "pollution incident."

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

"Preventive remedial expense" means expenses incurred by you for the removal or neutralization of "pollutants" on "your office premises," directly resulting from a covered "pollution incident."

"Waste facility" means any site to which waste is delivered for storage, disposal, processing or treatment, whether or not such site is licensed by a governmental authority to perform such storage, disposal, processing or treatment.

"Your office premises" means "locations" you own, rent or occupy for general office purposes. "Your office premises" does not mean storage yards, nor land held for speculation or development, even if such yards or land adjoin your office building. "Your office premises" does not mean premises you live in. For the purpose of this definition, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDMENT OF INSURING AGREEMENT
KNOWN OR CONTINUING INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM

Section A.1.b. (1), COVERAGES / Business Liability, is amended to add the following provisions:

- (c) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:
 - (i) Prior to the policy period, no "Authorized Insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and
 - (ii) During the policy period, an "Authorized Insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this paragraph, **A.1.b.(1) (c)** only, if **(a)** "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and **(b)** no "Authorized Insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

- (d) "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 "Authorized Insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- (e) "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "Authorized Insured":
 - (i) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (ii) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or
 - (iii) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

Section F., DEFINITIONS, is amended to add the following one (1) definition:

"Authorized Insured" means any insured listed under Paragraph 1. of **Section C., Who Is An Insured**, or any "employee" authorized by such an insured to give or receive notice of an "occurrence" or claim.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PROPERTY DAMAGE DEFINITION
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY – BUSINESS LIABILITY COVERAGE FORM

Section F., DEFINITIONS, related to **“Property Damage”** is amended by adding the following provisions:

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, 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS ACCOUNT PACKAGE POLICY BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESS ACCOUNT PACKAGE POLICY BUSINESSOWNERS COMMON POLICY CONDITIONS

A. WHO IS AN INSURED (Section C. of the Businessowners Liability Coverage Form) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under:

1. A written contract or agreement; or
2. An oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued; but

the written or oral contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; or
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

- b. Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

- c. A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- e. An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership,

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maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- f. A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.
- g. Any person or organization from whom you lease equipment. Such person or organization is insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through g. above

does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. As respects the coverage provided under this endorsement, **Section H. OTHER INSURANCE**, of the **Businessowners Common Policy Conditions** is deleted and replaced with the following:

H. Other Insurance

1. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance (except as indicated in 2. below), whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.
2. This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.
3. When this insurance is excess, we will have no duty under Business Account Package Policy Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. 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.

IMPORTANT INFORMATION

FOR BUSINESS ACCOUNT PACKAGE POLICY POLICYHOLDERS WHO ARE ARCHITECTS, ENGINEERS OR SURVEYORS

If you are an architect, engineer or surveyor who has opted to purchase the Architects, Engineers and Surveyors Extension, your policy will now include endorsement G-134822-A, which makes the following changes. THIS NOTICE DOES NOT PROVIDE COVERAGE NOR DOES IT REPLACE ANY PROVISION OF THE POLICY. IT IS DESIGNED TO GIVE YOU AN OVERVIEW ONLY. YOU SHOULD READ YOUR POLICY CAREFULLY AND REVIEW YOUR DECLARATIONS PAGE for complete information on the coverages that have been provided. If there is any conflict between the policy and this summary, THE PROVISIONS OF THE POLICY SHALL PREVAIL. ONLY THE PROVISIONS OF YOUR POLICY DETERMINE THE SCOPE OF YOUR INSURANCE PROTECTION.

The areas within the policy that broaden, reduce or clarify coverage are highlighted below. The material is organized by individual coverage forms and endorsements; however, not all coverage forms or endorsements are included in a particular policy. If your existing policy does not contain a form specified in this notice or the policy does not include the coverage mentioned, then that change does not apply to you.

If any portions of the wording of this notice conflict with corresponding provisions of Important Information form G-129916-A (Ed. 01/98), then to the extent of the conflict, the provisions of this notice take precedence over the provisions of that notice

CHANGES AFFECTING LIABILITY COVERAGE FORM, G-20510-C

I. Broadening of Coverage

A. Coverage Extension – Supplementary Payments is revised to:

1. Increase the maximum daily amount of loss of earnings to \$300 per day.
2. Increase to \$3,000., the maximum amount we will pay for bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies.

B. Exclusion – Expected or Intended Injury is revised to exempt (and therefore cover) "property damage" resulting from the use of reasonable force to protect persons or property.

C. With respect to premises you own, rent, or temporarily occupy with the permission, portions of **Exclusion – Damage to Property** are revised not to apply to your liability for any damage to such premises. (Coverage had previously applied only if your liability was due to fire, explosion or sprinkler leakage.)

D. Exclusion – "Personal Injury" or "advertising injury" is revised to delete the portion of the exclusion that excluded liability for "personal injury" or "advertising injury" you assume in a contract or agreement.

E. Who Is An Insured is revised to include coverage for:

1. Your liability arising out of your joint ventures with other professional firms. (The joint venture itself is not an insured. Nor are you insured for your liability arising out of joint ventures that include non-professionals.)
2. Retired partners, members, directors or employees for liabilities that result from services performed for you under your direct supervision.

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3. State or political subdivisions for certain liabilities arising out of operations for which they have issued you a permit.
- F. **Who Is An Insured** is amended to indicate that the exclusionary verbiage for employees providing professional health care services does not apply to first aid administered by an employee who is not an employed doctor or nurse.
- G. The definition of **"bodily injury"** is revised to include mental anguish and mental injury.
- H. Coverage is added for certain above-ground pollution incidents that emanate from office premises you own or rent.

II. Coverage Reductions

Exclusions – Pollution is revised to exclude all pollution except for pollution arising out of certain hostile fires. This is to avoid duplicating coverage for exposures that are covered by your Professional Liability and Pollution Incident Liability insurance or by equivalent insurance.

III. Clarifications

- A. **Exclusions – Liquor Liability** is revised to replace the general restriction about your being "in the business of manufacturing, distributing, selling, servicing or furnishing alcoholic beverages", with a more specific list of circumstances that void coverage for liquor liability.

If, in addition to purchasing the Architects, Engineers and Surveyors Extension, you have purchased Umbrella Liability coverage, your policy will now include endorsement G-134822-A, which makes the following changes relative to the expiring Umbrella Liability endorsement, if any.

UMBRELLA COVERAGE ENDORSEMENT, G-134822-A

I. Broadening of Coverage

- A. Owing to the **Who Is An Insured** section's provision of umbrella coverage for any person or insured who is an insured under "scheduled underlying insurance" (to the extent of coverage provided by the "scheduled underlying insurance"), umbrella limits apply to:
 1. Your liability arising out of your joint ventures with other professional firms. (The joint venture itself is not an insured. Nor are you insured for your liability arising out of joint ventures that include non-professionals.)
 2. Retired partners, members, directors or employees for liabilities that result from services performed for you under your direct supervision.
 3. State or political subdivisions for certain liabilities arising out of operations for which they have issued you a permit.
- B. **Exclusion – Expected or Intended Injury** is revised to exempt (and therefore cover) "property damage" resulting from the use of reasonable force to protect persons or property.

II. Coverage Reductions

- A. **Exclusion – Pollution Coverage** is revised to exclude all pollution emanating from owned or non-owned premises except for pollution arising out of certain hostile fires, or out of certain automobile exposures at non-owned premises. This is to avoid duplicating coverage for exposures that are covered by your Professional Liability and Pollution Incident Liability insurance or by equivalent insurance.
- B. **Who Is An Insured** is amended to delete automatic coverage persons or organizations who require you, by virtue of a written contract, to provide the insurance that is provided by this policy.

The **Who Is An Insured** provision that automatically provides coverage for any person or insured who is an insured under "scheduled underlying insurance" is unaffected by this change, but the insurance provided by that provision is subject to all restrictions in the "scheduled underlying insurance" in addition to the restrictions of this umbrella insurance.

- C. The definition of "**insured contract**" is amended to state that an "insured contract" does not include any part of a contract or agreement that indemnifies a railroad for liability 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.

III. Clarifications

- A. **Exclusions – Liquor Liability** is revised to replace the general restriction about your being "in the business of manufacturing, distributing, selling, servicing or furnishing alcoholic beverages", with a more specific list of circumstances that void coverage for liquor liability.
 - B. The definition of "**insured contract**" is amended to clarify that any portion of a contract for a lease of premises that indemnifies any person or organization for damage to premises you rent or temporarily occupy with the permission of the owner, is not an "insured contract".
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