

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

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

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

definition of "mobile equipment."

**h. Mobile Equipment**

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

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

**i. War**

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

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

**j. Damage To Property**

"Property damage" to:

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

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

**q. Distribution Of Material In Violation Of Statutes**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

## COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

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

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

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

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

### 2. Exclusions

This insurance does not apply to:

#### a. Knowing Violation Of Rights Of Another

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

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

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

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

"Personal and advertising injury" arising out of oral or written publication of ma-

terial whose first publication took place before the beginning of the policy period.

#### d. Criminal Acts

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

#### e. Contractual Liability

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

#### f. Breach Of Contract

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

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

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

#### h. Wrong Description Of Prices

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

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

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

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution - Related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or de-

fending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Distribution Of Material In Violation Of Statutes**

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

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

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

provided that:

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

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

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

## 2. Exclusions

We will not pay expenses for "bodily injury:"

### a. Any insured

To any insured, except "volunteer workers".

### b. Hired Person

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

### c. Injury On Normally Occupied Premises

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

### d. Workers Compensation And Similar Laws

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

### e. Athletics Activities

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

### f. Products - Completed Operations Hazard

Included within the "products-completed operations hazard."

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

the applicable limit of insurance. We do not have to furnish these bonds.

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

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

- (1) Agrees in writing to:
  - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
  - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
  - (c) Notify any other insurer whose coverage is available to the indemnitee; and
  - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
  - (a) Obtain records and other information related to the "suit"; and
  - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

## SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also in-

ureds, but only with respect to the conduct of your business.

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

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

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

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

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

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

(2) "Property damage" to property:

(a) Owned, occupied or used by,

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

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

b. Any person (other than your "employee" or "volunteer worker), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company

that is not shown as a Named Insured in the Declarations.

### SECTION III - LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits."

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and

c. Damages under Coverage B.

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

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

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

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

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

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

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

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

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

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

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

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

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

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

c. You and any other involved insured must:

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

be liable to the insured because of injury or damage to which this insurance may also apply.

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

##### **3. Legal Action Against Us**

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

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

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

##### **4. Other Insurance**

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

###### **a. Primary Insurance**

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

###### **b. Excess Insurance**

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
  - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

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

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

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

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

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

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

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

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of in-

surance or none of the loss remains, whichever comes first.

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

**5. Premium Audit**

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

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

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

**6. Representations**

By accepting this policy, you agree:

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

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

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

**7. Separation Of Insureds**

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

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

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

**8. Transfer Of Rights Of Recovery Against Others To Us**

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

**9. When We Do Not Renew**

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

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

**SECTION V - DEFINITIONS**

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

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

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

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

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or

(2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

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

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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

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

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

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;

- c. Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

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

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

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

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

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

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

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

- (1) Equipment designed primarily for:

- (a) Snow removal;

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

- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 16. "Products-completed operations hazard":
  - a. Includes all "bodily injury" and "property damage" occurring away from premises

you own or rent and arising out of "your product" or "your work" except:

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

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

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products - completed operations are subject to the General Aggregate Limit.
- 17. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
21. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

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

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product;" and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

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

b. Includes:

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

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

**DESIGNATED CONSTRUCTION PROJECT(S)  
GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Designated Construction Projects:**

All Projects

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C 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 for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense 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 Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C 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 Designated 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 the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated 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 Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

## **DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Designated Location(s):**

All rented, owned and occupied locations other than construction projects.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C 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 for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C 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 Designated Location General Aggregate Limit.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense 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 Designated Location 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 the Designated Location General Aggregate Limit.

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following 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.

E. The provisions of Section III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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

**EMPLOYMENT - RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

**AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 9. of the **Definitions** Section is replaced by the following:

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

posed by law in the absence of any contract or agreement.

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

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

## RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion q. of Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

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

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

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

**B. Exclusion p. of Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability** is replaced by the following:

#### 2. Exclusions

This insurance does not apply to:

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

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

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

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

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

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

**EXCLUSION - EXTERIOR INSULATION  
AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to

render, any professional architectural, engineering or surveying 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; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

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

## **CONTRACTORS GENERAL LIABILITY EXPANDED PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**1. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

Item **2. Exclusions a.** is deleted and replaced with the following:

**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" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

Item **2. Exclusion g. (2) (a)** is deleted and replaced with the following:

- (a) Less than 60 feet long; and

Item **2. Exclusions j. Damage to Property (4)** does not apply to borrowed equipment unless the "property damage" occurs while such equipment is being used to perform operations at the job site.

Subject to the LIMITS OF INSURANCE the maximum limit we will pay in any one "occurrence" is \$10,000.

Item **2. Exclusions j. (6)** second exception paragraph after **(6)** is deleted and replaced with the following:

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Item **2. Exclusions I.** is deleted and replaced with the following:

**I. Damage To Your Work**

"Property damage" to "your work" arising out 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.

This exclusion only applies to that particular part of "your work" out of which the damage arises.

The last paragraph of item **2. Exclusions** is deleted and replaced with the following:

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

**2. The following coverages are added to SECTION I - COVERAGES:**

### **VOLUNTARY PROPERTY DAMAGE**

**1. Insuring Agreement**

We will pay, at your request, for "property damage" to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

**2. Exclusions**

Coverage for Voluntary Property Damage does not apply to:

**a.** "Loss" of property at premises owned, rented, leased, operated or used by you.

**b.** "Loss" of property while in transit;

**c.** "Loss" of property owned by, rented to, leased to, borrowed by or used by you;

**d.** The cost of repairing or replacing:

**(1)** "Your work" defectively or incorrectly done by you; or

**(2)** "Your product" manufactured, sold or supplied by you;

unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.

**e.** "Loss" of property caused by or arising out of the "products-completed operations hazard."

### 3. Deductible

We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds \$250. We will then pay the amount of "loss" in excess of \$250, up to the applicable limit of insurance.

### 4. Actual Cost

In the event of covered "loss", you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

## CARE, CUSTODY OR CONTROL

### 1. Insuring Agreement

We will pay those sums the insured becomes legally obligated to pay as damages because of "property damage" to property of others while in your care, custody or control or property as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is limited as described in **SECTION III - LIMIT OF INSURANCE**

### 2. Exclusions

Coverage for Care, Custody or Control does not apply to:

- a. "Property damage" to property at any premises owned, rented, leased, operated or used by you;
- b. "Property damage" to property while in transit;
- c. The cost of repairing or replacing:
  - (1) "Your work" defectively or incorrectly done by you; or
  - (2) "Your product" manufactured, sold or supplied by you;unless the "property damage" is caused directly by you after delivery of "your product" or completion of "your work" and resulting from a subsequent undertaking.
- d. "Property damage" to property caused by or arising out of the "products-completed operations hazard".

### 3. Deductible

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds \$250. We will then pay the amount of "property

damage" in excess of \$250, up to the applicable limit of insurance.

### 4. Actual Cost

In the event of covered "property damage", you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

## WATER DAMAGE LEGAL LIABILITY

### 1. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" arising out of water damage to premises that are both rented to and occupied by you. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**.

### 2. Exclusions

Coverage for Water Damage Legal Liability does not apply to:

- a. "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.
- b. "Property damage" caused by or resulting from any of the following:
  - (1) Wear and tear;
  - (2) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
  - (3) Smog or smoke;
  - (4) Settling, cracking, shrinking or expansion;
  - (5) Insects, birds, rodents or other animals; or
  - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
- c. "Property damage" caused directly or indirectly by any of the following:
  - (1) Any earth movement, such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting;

- (2) Volcanic eruption, explosion or effusion;
- (3) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (4) Mudslide or mudflow;
- (5) Water that backs up from a sewer or drain; or
- (6) Water under the ground surface pressing on, or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

d. "Property damage" caused by or resulting from any of the following:

- (1) Water that leaks or flows from any plumbing, heating, air conditioning or fire protection system caused by or resulting from freezing, unless:
  - (a) You make a reasonable effort to maintain heat in the building or structure; or
  - (b) You drain the equipment and shut off the water supply if the heat is not maintained.

e. "Property damage" to:

- (1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- (2) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not.

**3. SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended as follows:

Item 1.b. is deleted and replaced with the following:

- b. 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 the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Item 1.d. is deleted and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

**4. SECTION II - WHO IS AN INSURED** is amended as follows:

Item 2.a.(1)(d) is deleted and replaced with the following:

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

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Item 3. a. is deleted and replaced with the following:

- 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.

The following items are added as follows:

**5. Vendors**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor 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 vendor would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;

- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained in subparagraphs 4. or 6.; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the productions.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**6. Managers or Lessors of Premises**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to liability arising out of the ownership, maintenance or use of that 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.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

**7. Additional Insured - Controlling Interest**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured 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 the premises.

This does not apply to structural alterations, new construction and demolition operations performed by or for the person(s) or organizations(s).

**8. Additional Insured - Mortgagee, Assignee or Receiver**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to name as an insured but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This does not apply to structural alterations, new construction and demolition operations performed by or for the person(s) or organization(s).

**9. Additional Insured - Owners or Other Interests From Whom Land Has Been Leased**

Any person(s) or organization(s) with whom you agree in a written contract or agreement to include as an insured but only with respect to their liability arising out of the ownership, maintenance or use of that part of land leased to you 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;
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s).

**10. Additional Insured - State or Political Subdivisions - Permits Relating to Premises**

Any state or political subdivision with whom you agree in a written contract or agreement to include as an insured subject to the following additional provision:

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:

- (1) 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
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

**11. Additional Insured - Lessor Of Leased Equipment**

Any person(s) or organization(s) with whom you agree in a written contract or agreement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

**5. SECTION III - LIMITS OF INSURANCE** is amended as follows:

Items 8. and 9. are added as follows:

8. The most we will pay under Voluntary Property Damage for "loss" arising out of any one "occurrence" is \$250. The most we will pay for the sum of all "losses" under this coverage is \$1,000.
9. The most we will pay under Care Custody or Control for "property damage" is \$2,500 for each "occurrence". The most we will pay for the sum of all damages because of "property damage" under this coverage is \$5,000.

10. The most we will pay under Water Damage Legal Liability for all "property damage" arising out of any one "occurrence" is \$25,000.

**7. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Items e. and f. are added to 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** as follows:

- e. The requirement in Condition 2. a. applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2. b. will not be breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) An "executive officer" or insurance manager, if you are a corporation; or
  - (4) A manager, if you are a limited liability company.

The following is added to Item 6. **Representations**

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

The following is added to Item 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization, with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of subrogation.

6. **SECTION V - DEFINITIONS** is amended as follows:

The following definition is added:

23. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

7. **Liberalization**

If we adopt any revision that would broaden the coverage under this endorsement without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this endorsement.

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

**CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

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

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism

Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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

**OTHER INSURANCE CONDITION AMENDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4. of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

**4. Other Insurance**

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

**a. Primary Insurance**

This insurance is primary and non-contributory except when **b.** below applies.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject

to Exclusion g. of Section I - Coverage A.

- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

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

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

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

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

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

## **EXCLUSION - ASBESTOS**

This endorsement modifies insurance provided under the following:

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

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

1. Inhaling, ingesting or physical exposure to asbestos or goods or products containing asbestos; or
2. The use of asbestos in constructing or manufacturing any goods, product or structure; or
3. The removal, repair, encapsulation, enclosure, abatement or maintenance of asbestos in or from any goods, product or structure; or
4. The manufacture, sale, distribution, transportation, storage or disposal of asbestos or goods or products containing asbestos.

This insurance does not apply to payment for the investigation or defense of any claim, injury, loss, fine, penalty or lawsuit related to any of the foregoing items 1 thru 4. Nor do we have a duty to investigate or defend any such claim, injury, loss or lawsuit.

This insurance also does not apply to any loss, cost or expense incurred in complying with any federal, state or local provision of law regarding the inspection, monitoring, or control of asbestos in any goods, products or structures.

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

## **EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.



**RENEWAL INFORMATION PAGE  
EMPLOYERS LIABILITY INSURANCE POLICY**

**COMPANY PROVIDING COVERAGE** **WESTFIELD INSURANCE COMPANY**

<b>1. NAMED INSURED AND MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			

**Policy Number:** TRA 1 587 667 | 11 | **WIC Account Number:** 3409097467 | M

**2. Policy Period** From 03/18/10 To 03/18/11 **at 12:01 A.M. Standard Time at your mailing address shown above.**

**3. Limits of Liability are:** Bodily Injury by Accident \$1,000,000 each accident  
Bodily Injury by Disease \$1,000,000 policy limit  
Bodily Injury by Disease \$1,000,000 each employee

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

CLASSIFICATION OF OPERATIONS	Code Number	Estimated Total Annual Remuneration	Per \$ 100 of Remuneration	Estimated Annual Premiums
OHIO SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	8742	1,041,668	.01	\$104
ROOFING - ALL KINDS & YARD EMPLOYEES, DRIVERS	5551	646,266	.32	\$2,068
INSULATION WORK NOC & DRIVERS	5479	600,083	.17	\$1,020
SHEET METAL WORK - SHOP & OUTSIDE - NOC & DRIVERS	5538	596,584	.17	\$1,014
CLERICAL OFFICE EMPLOYEES NOC	8810	175,335	.01	\$18
CONSTRUCTION OR ERECTION PERMANENT YARD	8227	152,441	.10	\$152
CARPENTRY NOC	5403	41,088	.16	\$66
INCREASED LIMITS OF LIABILITY	9832		.280	\$1,244
SCHEDULE MOD. IS .750, EFF 03/18/10	9887			\$1,421-

<b>Class Code Minimum Premium</b>	\$50	<b>Total Annual</b>	
<b>Increased Limits Minimum Premium</b>	\$75	<b>Estimated Premium</b>	\$4,265

**Forms Applicable to This Employers Liability Insurance Policy:**  
CG7009 0188\*, CG7010 0194\*, CG7035 0894\*.

The Contractual Provisions of the Employers Liability Insurance Policy shall apply as specified herein. With the exception of the cancellation condition, none of the provisions, conditions, stipulations, endorsements and other terms of the policy to which this Employers Liability Insurance Policy is attached, shall apply to this Employers Liability Insurance Policy.

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## EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

### GENERAL SECTION

#### A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

#### B. Who Is Insured

You are insured if you are an employer named in item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

#### C. Locations

This policy covers all of your workplaces listed in item 4 of the Information Page.

## EMPLOYERS LIABILITY INSURANCE

#### A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in item 4 of the Information Page.
3. Bodily injury by accident must occur during the Employers Liability Insurance Policy Period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Employers Liability Insurance Policy Period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

#### B. We Will Pay

We will pay all sums you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. for which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;
2. for care and loss of services; and
3. for consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee;

provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and

4. because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

#### C. Exclusions

This insurance does not cover:

1. liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. punitive or exemplary damages because of bodily injury to an employee employed in violation of law;

3. bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
  4. any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
  5. bodily injury intentionally caused or aggravated by you;
  6. bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
  7. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions.
  8. bodily injury to any employee who is not reported and declared under the Workers' Compensation Fund of any state listed in item 4 of the Information Page;
  9. bodily injury sustained by a master or member of the crew of any vessel;
  10. bodily injury to any employee of the insured in the course of any employment subject to the Longshoremen's and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other Federal Workers or Workmen's Compensation Law or Other Federal Occupational Disease Law, or any amendments to these Laws;
  11. bodily injury to any employee of the insured in the course of any employment subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other Federal Laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments those laws.
  12. bodily injury sustained by any employee in the course of any aircraft operation or the performance of any duty in connection with aircraft while in flight;
  13. bodily injury to an employee when you are deprived of common law defenses or are subject to penalty because of your failure to secure your obligations under the workers' compensation law of Ohio or otherwise fail to comply with that law.
  14. fines or penalties imposed for violation of Federal or State Law.
  15. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other Federal Law awaiting damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.
- D. We Will Defend**
- We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.
- We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.
- E. We Will Also Pay**
- We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:
1. reasonable expenses incurred at our request but not loss of earnings;
  2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
  3. litigation costs taxed against you;
  4. interest on a judgment as required by law until we offer the amount due under this insurance; and
  5. expenses we incur.

## F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

## G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in item 3 of the Information Page. They apply as explained below:

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident-each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees, in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease-policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease-each employee" is the

most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

## H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

### I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and
2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this part.

## YOUR DUTIES IF INJURY OCCURS

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here:

1. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
2. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

3. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
4. Do nothing after an injury occurs that would interfere with our right to recover from others.
5. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

## PREMIUM

### A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

### B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

### **C. Remuneration**

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

1. all your officers and employees engaged in work covered by this policy; and
2. all other persons engaged in work that could make us liable under this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons have Employers Liability Coverage.

### **D. Premium Payments**

You will pay all premium when due.

### **E. Final Premium**

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise.

1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short rate cancellation table and procedure. Final premium will not be less than the minimum premium.

### **F. Records**

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

### **G. Audit**

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the Employers Liability Insurance Policy Period and within three years after the Employers Liability Insurance Policy Period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

## **CONDITIONS**

### **A. Inspection**

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

### **B. Long Term Policy**

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

### **C. Transfer of Your Rights and Duties**

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

### **D. Sole Representative**

The insured first named in item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

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

## **OHIO CHANGES**

This endorsement modifies insurance provided under the following:

### **EMPLOYERS LIABILITY INSURANCE**

Item **D.**, We will Defend, is deleted and replaced by the following:

#### **D. We Will Defend**

We have the right and duty to defend, at our expense, any claim, proceeding, or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings, and suits.

We have no duty to defend a claim, proceeding, or suit that is not covered by this insurance. We have a right to investigate, but we have no duty to settle these claims, proceedings and suits.

However, with respect to Exclusion **C.5.**, we have the right and duty to defend a

claim, proceeding or suit at our expense until determination has been made that the bodily injury suffered by an employee was intentionally caused by or aggravated by you. When determination is made that the bodily injury suffered by an employee was intentionally caused by or aggravated by you, our duty to continue the defense of a claim proceeding or suit at our expense will cease. We have no right or duty to settle or pay any claim or judgement for damages that are the result of such intentional acts.

We have no duty to defend or continue defending after we have paid our applicable limit of Liability under this insurance.

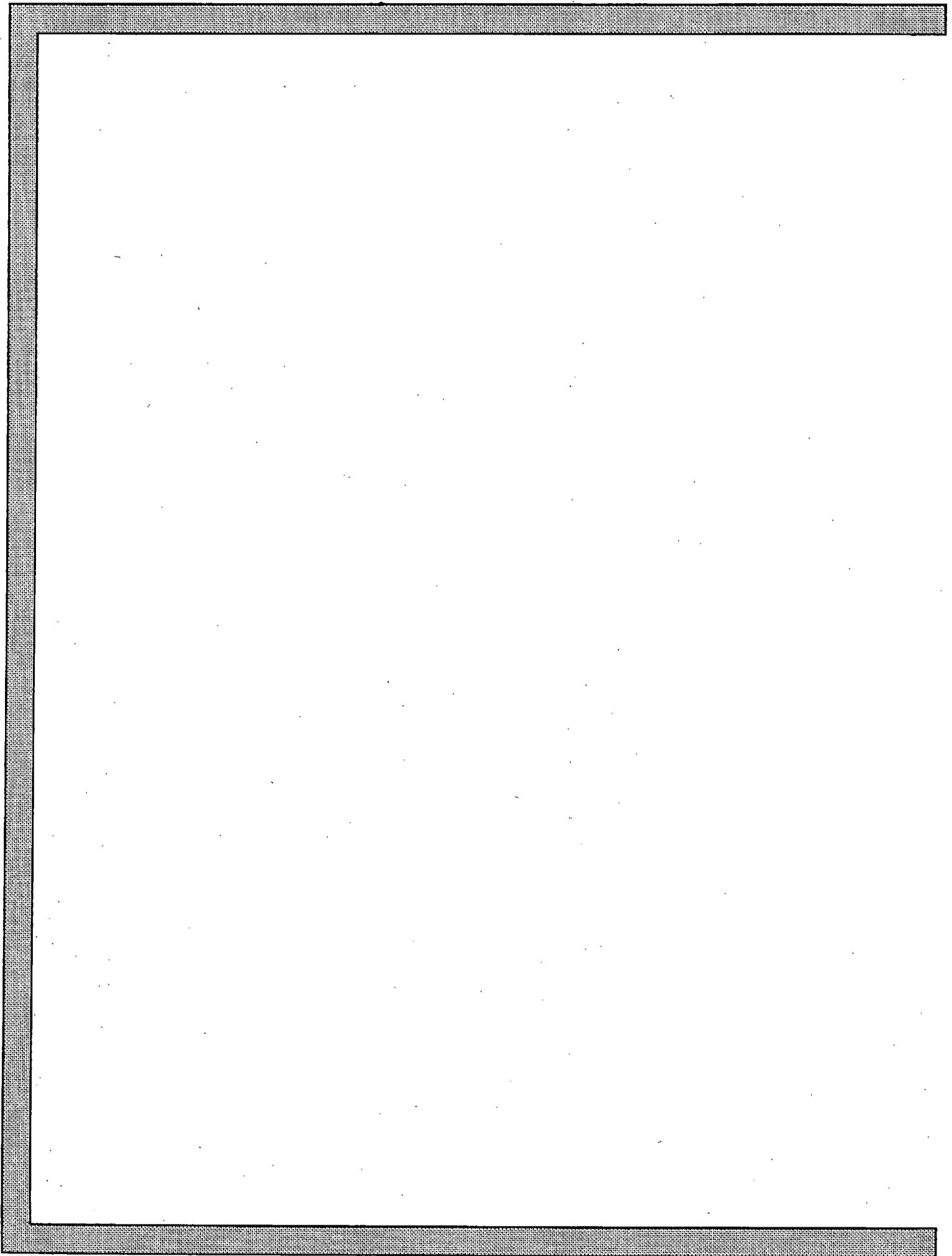
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**AUTO COVERAGE**





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11

**RENEWAL  
BUSINESS AUTO COVERAGE DECLARATIONS**

**COMPANY PROVIDING COVERAGE**

**WESTFIELD INSURANCE COMPANY**

<b>ITEM ONE-NAMED INSURED &amp; MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			

**Policy Number:** TRA 1 587 667 | 11 | **WIC Account Number:** 3409097467 | M

**Policy Period** From 03/18/10 To 03/18/11 at 12:01 A.M. Standard Time at your mailing address shown above.

**ITEM TWO SCHEDULE OF COVERAGES AND COVERED AUTOS**

Each Of These Coverages Will Apply Only To Those "Autos" Shown As Covered "Autos". "Autos" Are Shown As Covered "Autos" For A Particular Coverage By The Entry Of One Or More Of The Symbols From The Covered Auto Section of The Business Auto Coverage Form Next To The Name Of The Coverage.

COVERAGES	COVERED AUTO SYMBOLS	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
Liability	01	Bodily Injury and Property Damage \$1,000,000 Each Accident	\$16,555
Physical Damage Comprehensive Coverage	02	Actual Cash Value or Cost of Repair Whichever is Less Minus the Ded. for Each Covered Auto as Indicated in the Schedule for Covered Autos. No Deductible Applies to Loss Caused by Fire or Lightning.	\$615
Physical Damage Collision Coverage	02	Actual Cash Value or Cost of Repair Whichever is Less Minus the Deductible for Each Covered Auto as Indicated in the Schedule for Covered Autos.	\$3,191
Premium For Auto Endorsements			\$1,185
<b>TOTAL ADVANCE ANNUAL PREMIUM</b>			<b>\$21,546</b>

Audit Period (If Applies)  Annual  Semi-Annual  Quarterly  Monthly

**Forms And Endorsements Attached To This Coverage Form:**

CA9948 0306\*, CA2054 1001\*, CA7029 1093\*, CA7067 0305\*, CA0001 0306\*,  
CADS03 0306\*, IL0021 0908\*, CA2394 0306\*, CA7007 1087\*, CA9944 1293\*,  
CA7068 0805\*.



<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>ITEM ONE-NAMED INSURED &amp; MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			
<b>Policy Number: TRA 1 587 667</b>	11	<b>WIC Account Number: 3409097467</b>		M
<b>Policy Period</b>	<b>From To</b>	03/18/10 03/18/11	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

**ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN**

The Insurance Afforded For Any One Automobile Is Only With Respect To Such And So Many Of The Coverages As Are Indicated In Item Two Unless A Specific Limit Or Deductible Is Indicated In This Schedule Of Automobiles.

AUTO	ST	TER	YR	DESCRIPTION	SERIAL NUMBER	AGE	COST SYM	CLASS	STATED AMT	GVW
001	OH	043	89	CHEVY C60 STK TRK	1GBG6D1A6KV107172	12	20207	31489		
002	OH	043	86	GMC DUMP TRUCK	1GDL7D1B4GV525037	12	19030	33479		
003	OH	043	99	GMC 1500 PU	1GTEC14WXXE531172	12	19000	01489		
004	OH	043	99	GMC 1500 PU	1GTEC14W8XE539724	12	19000	01489		
005	OH	043	96	GMC BOX TRUCK	1GDJ7H1P4TJ850069	12	29824	31489		
006	OH	043	96	GMC BOX TRUCK	1GDJ7H1P7TJ850180	12	29824	31489		
007	OH	043	96	GMC BOX TRUCK	1GDJ7H1POTJ850280	12	29824	31489		
008	OH	043	01	GMC SIERRA PU	1GTEC14W11Z240110	10	19000	01489		
009	OH	043	98	GMC BOX TRUCK	1GDJ7H1P3WJ850276	12	32354	31489		
010	OH	043	98	GMC VAN	1GTFG29W5W1063994	12	26225	01489		
011	OH	043	03	GMC SIERRA	1GTEC14XX3Z103887	8	20346	01489		
012	OH	043	03	GMC SIERRA	1GTEC14X53Z103456	8	23040	01489		
013	OH	043	00	GMC C6500	1GDJ7H1D4YJ526908	11	32025	31489		
014	OH	043	01	CHEVY SILVERADO	1GCEC14W01Z208703	10	19500	01489		
015	OH	043	99	ISUZU NPR	JALB4B149X7002288	12	29788	21489		12000
016	OH	043	02	ISUZU NPR	JALC4B14727005882	9	32920	23479		14500
017	OH	043	00	ROAD TRAILER	46UFU1822Y1067237	11	1500	68489		07000
018	OH	043	97	CHEV KODIAK C6500	1GBJ7H1J1VJ114570	12	15000	31489		27100
019	OH	043	99	GMC SIERRA	1GTEC14V8XE850982	12	16000	01489		
020	OH	043	91	GMC TOPKICK	1GDL7H1J6MJ507821	12	10000	31489		21200
021	OH	043	90	INTERNATIONAL TRK	1HTSCZWM1LH679042	12	16000	31489		25550
022	OH	043	05	GMC SIERRA PU	1GTEC14X55Z129641	6	25600	01489		
023	OH	043	05	ISUZU NPRNB374	JALB4B16957010258	6	34875	21489		
024	OH	043	05	ISUZU NPRNB374	JALB4B16157010741	6	34875	21489		
025	OH	043	05	GMC 1500 PU	1GTEC14X75Z123596	6	19889	01489		
026	OH	043	05	CHEV SILVERADO PU	1GCEC14X057328886	6	18317	01489		
027	OH	043	05	GMC SIERRA 1500	1GTEC14X75Z334698	6	18190	01489		
028	OH	043	05	GMC SIERRA 1500	1GTEC14X85Z240264	6	17854	01489		
029	OH	043	04	DODGE PU	3D7LU38604G114924	7	34895	01489		
030	OH	043	00	CHEV TRK W/CAB	1GBJK34JXYF466857	11	21590	21489		
031	OH	043	03	COMMERCIAL TRLR	48BTE12293B032303	8	16447	68489		
032	OH	043	94	ROADCLIPPER TRLR	46UFU2237R1034999	12	2200	68489		
033	OH	043	05	ISUZU TRUCK	JALB4B16357009851	6	28220	21499		
034	OH	043	00	ISUZU TRUCK	JALC4B14XY7009014	11	27636	21489		12000
035	OH	043	05	CHEV SILVERADO	1GCEC14X55Z270418	6	18300	01489		
036	OH	043	02	GMC BOX TRUCK	4KDC4B1R22J800477	9	27645	21489		11020
037	OH	043	96	FREIGHTLINER F70	1FV6HJBA4TL700027	12	49420	31489		26000
038	OH	043	05	ISUZU NPR TRUCK	JALB4B16957012494	6	34806	21489		14500
039	OH	043	03	FORD F350 PICKUP	1FDWF37P43ED48173	8	26530	21489		11200
040	OH	043	07	CHEV TRAILBLAZER	1GNNT13S972212560	4	12	7398		
041	OH	043	07	CHEVY SILVERADO	1GCHC29U17E176645	4	26305	01489		08200
042	OH	043	07	CHEVY SILVERADO	3GCEC14X576256828	4	15840	01489		06100
043	OH	043	97	CHEVY BOX TRUCK	1GBJ7H1J3VJ108222	12	29762	31489		27000
044	OH	043	94	FOAM TRAILER	48B500J2351013401	12	1000	68489		
045	OH	043	94	FOAM TRAILER	48B500F2X21016515	12	1000	68489		
046	OH	043	94	FOAM TRAILER	SW69081PA	12	1000	68489		
047	OH	043	00	GMC SIERRA PU	1GTGK24R3YF456807	11	21292	01489		
048	OH	043	98	CHEVY DUMP TRUCK	1GBJ7H1M9WJ113470	12	30654	33479		27000
049	OH	043	07	CHEVY CARGO VAN	1GCGG25V971157718	4	22595	01489		07300
050	OH	043	06	CHEVY CARGO VAN	1GCGG29UX61228408	5	24950	01489		07300
051	OH	043	06	ISUZU NPR TRUCK	JALB4B16567021727	5	28556	21489		12000
052	OH	043	06	ISUZU NPR TRUCK	JALB4B16167021756	5	28556	21489		12000
053	OH	043	06	ISUZU NPR TRUCK	JALC4B16267003948	5	28556	21489		12000



**RENEWAL**  
**BUSINESS AUTO COVERAGE DECLARATIONS**  
(Continued)

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>ITEM ONE-NAMED INSURED &amp; MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			

**Policy Number:** TRA 1 587 667 | 11 | **WIC Account Number:** 3409097467 | M

**Policy Period** From 03/18/10 To 03/18/11 **at 12:01 A.M. Standard Time at your mailing address shown above.**

**ITEM THREE SCHEDULE OF COVERED AUTOS YOU OWN**

The Insurance Afforded For Any One Automobile Is Only With Respect To Such And So Many Of The Coverages As Are Indicated In Item Two Unless A Specific Limit Or Deductible Is Indicated In This Schedule Of Automobiles.

AUTO	ST	TER	YR	DESCRIPTION	SERIAL NUMBER	AGE	COST SYM	CLASS	STATED AMT	GVW
054	OH	043	08	CHEVY SILVERADO	1GCEC14X58Z125206	3	18680	01489		
055	OH	043	01	GMC BOX TRUCK	J8DF5C13817700040	10	29175	21489		21000
056	OH	043	03	CHEVY EXPRESS VAN	1GCGG25V131184034	8	22700	01489		07300
057	OH	043	01	ISUZU NPR TRUCK	JALC4B14X17005762	10	25400	21489		14050
058	OH	043	02	ISUZU NPR TRUCK	JALC4B14127012794	9	27736	21489		12000
059	OH	043	97	CHEVY BOX TRUCK	1GDJ7H1PXVJ850936	12	29762	31489		27000
060	OH	043	08	GMC SIERRA	1GTEC14X78Z328100	3	17070	01489		06400
061	OH	043	08	GMC SIERRA	1GTEC14X78Z324936	3	17070	01489		06400
062	OH	043	05	CHEVY SILVERADO	1GCHK23275F859483	6	32450	01489		09200
063	OH	043	09	CHEVY SILVERADO	1GCEC14X99Z149221	2	20891	01489		
064	OH	043	98	CHEVY C1500	1GCEC14W6WZ242264	12	16355	01489		
065	OH	043	08	CHEVY SILVERADO	1GCEC14X98Z114354	3	18680	01489		

PREMIUMS-AUTO	LIAB	FPB/PIP	MED PPI	UN-UD PY/EX	TRST MTRST	COMP	SPEC PERIL	TOW & COLL LABOR	* ENDS	DEDUCTIBLE COMP	COLL	TOTAL PREMIUM
001	\$369					\$8		\$35		500	500	\$412
002	\$562					\$10		\$59		500	500	\$631
003	\$227					\$8		\$36		500	500	\$271
004	\$227					\$8		\$36		500	500	\$271
005	\$369					\$8		\$43		500	500	\$420
006	\$369					\$8		\$43		500	500	\$420
007	\$369					\$8		\$43		500	500	\$420
008	\$227					\$9		\$44		500	500	\$280
009	\$369					\$8		\$43		500	500	\$420
010	\$227					\$9		\$49		500	500	\$285
011	\$227					\$10		\$52		500	500	\$289
012	\$227					\$10		\$52		500	500	\$289
013	\$369					\$10		\$52		500	500	\$431
014	\$227					\$9		\$44		500	500	\$280
015	\$240					\$6		\$34		500	500	\$280
016	\$400					\$12		\$82		500	500	\$494
017	\$27					\$2		\$9		500	500	\$38
018	\$369					\$6		\$27		500	500	\$402
019	\$227					\$8		\$36		500	500	\$271
020	\$369					\$5		\$23		500	500	\$397
021	\$369					\$7		\$32		500	500	\$408
022	\$227					\$12		\$68		500	500	\$307
023	\$240					\$9		\$48		500	500	\$297
024	\$240					\$9		\$48		500	500	\$297
025	\$227					\$10		\$51		500	500	\$288
026	\$227					\$10		\$51		500	500	\$288
027	\$227					\$10		\$51		500	500	\$288
028	\$227					\$10		\$51		500	500	\$288
029	\$227					\$12		\$68		500	500	\$307
030	\$240					\$7		\$33		500	500	\$280
031	\$27					\$6		\$28		500	500	\$61
032	\$27					\$3		\$8		250	500	\$38
033	\$253					\$11		\$52		250	500	\$316
034	\$240					\$8		\$41		500	500	\$289
035	\$227					\$10		\$51		500	500	\$288
036	\$240					\$8		\$41		500	500	\$289
037	\$369					\$9		\$64		500	500	\$442



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**RENEWAL**  
**BUSINESS AUTO COVERAGE DECLARATIONS**  
(Continued)

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>ITEM ONE-NAMED INSURED &amp; MAILING ADDRESS</b>	<b>AGENCY</b>	<b>34-00918</b>	<b>PROD.</b>	<b>000</b>
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			
<b>Policy Number: TRA 1 587 667</b>	<b>11</b>	<b>WIC Account Number: 3409097467</b>	<b>M</b>	
<b>Policy Period</b>	<b>From To</b>	<b>03/18/10</b>	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	
		<b>03/18/11</b>		

PREMIUMS-AUTO LIAB	FPB/PIP	MED PY/EX	UN-UD MTRST	COMP	SPEC PERIL	TOW & COLL LABOR	* ENDTS	DEDUCTIBLE COMP COLL	TOTAL PREMIUM
038	\$240				\$9	\$48		500 500	\$297
039	\$240				\$8	\$45		500 500	\$293
040	\$347				\$38	\$147		500 500	\$532
041	\$227				\$15	\$83		500 500	\$325
042	\$227				\$12	\$61		500 500	\$300
043	\$369				\$8	\$43		500 500	\$420
044	\$27				\$2	\$8		500 500	\$37
045	\$27				\$2	\$8		500 500	\$37
046	\$27				\$2	\$8		500 500	\$37
047	\$227				\$10	\$48		500 500	\$285
048	\$562				\$12	\$79		500 500	\$653
049	\$227				\$13	\$67		500 500	\$307
050	\$227				\$13	\$64		500 500	\$304
051	\$240				\$10	\$55		500 500	\$305
052	\$240				\$10	\$55		500 500	\$305
053	\$240				\$10	\$55		500 500	\$305
054	\$227				\$13	\$72		500 500	\$312
055	\$240				\$8	\$41		500 500	\$289
056	\$227				\$10	\$52		500 500	\$289
057	\$240				\$8	\$41		500 500	\$289
058	\$240				\$8	\$41		500 500	\$289
059	\$369				\$8	\$43		500 500	\$420
060	\$227				\$13	\$72		500 500	\$312
061	\$227				\$13	\$72		500 500	\$312
062	\$227				\$12	\$68		500 500	\$307
063	\$227				\$14	\$79		500 500	\$320
064	\$227				\$8	\$36		500 500	\$271
065	\$227				\$13	\$72		500 500	\$312

- \*EXPANDED PLUS ENDORSEMENT COVERAGE \$250
- \*POLLUTION LIAB CA9948 \$885
- \*ADDL INSD-CA7067 STITLE CONST CORP \$50

**HIRED AUTO LIABILITY**

STATE	ESTIMATED COST OF HIRE	RATE PER \$100 COST OF HIRE	PREMIUM
OH	IF ANY	1.271	

Cost of Hire Means The Total Amount You Incur For The Hire Of Autos You Do Not Own (Not Including Autos You Borrow Or Rent From Your Partners Or Employees Or Their Family Members). Cost Of Hire Does Not Include Charges For Services Performed By Motor Carriers Of Property Or Passengers.

**NON-OWNERSHIP LIABILITY**

RATING BASIS-NUMBER OF EMPLOYEES	ESTIMATED NUMBER OF EMPLOYEES	PREMIUM
	26-100	\$125





**WESTFIELD**  
**INSURANCE**

Sharing Knowledge. Building Trust.®

11

**RENEWAL**  
**BUSINESS AUTO COVERAGE DECLARATIONS**  
(Continued)

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>ITEM ONE-NAMED INSURED &amp; MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			
<b>Policy Number: TRA 1 587 667</b>	11	<b>WIC Account Number: 3409097467</b>		M
<b>Policy Period</b>	<b>From To</b>	03/18/10 03/18/11	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

**If A Loss Payee Is Shown Below, The Following Is Applicable:  
Except For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee  
Named Below As Interests May Appear At The Time Of Loss-**

<b>AUTO</b>	<b>LOSS PAYEE</b>	<b>AUTO</b>	<b>LOSS PAYEE</b>
022	GMAC PO BOX 5378 TIMONIUM MD 21094	023	FIRST PLACE BANK, ISAOA 700 BOARDMAN-POLAND ROAD YOUNGSTOWN OH 44512
024	FIRST PLACE BANK, ISAOA 700 BOARDMAN-POLAND ROAD YOUNGSTOWN OH 44512	025	GMAC PO BOX 618 MINNEAPOLIS MN 55440
026	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406	033	FIRST PLACE BANK 724 BOARDMAN POLAND ROAD BOARDMAN OH 44512
035	SEVEN SEVENTEEN CREDIT UNION 3181 LARCHMONT AVE NE WARREN OH 44483	036	FIRST PLACE BANK 486 BOARDMAN-POLAND RD YOUNGSTOWN OH 44512
038	FIRST PLACE BANK PO BOX 4260 NAPA CA 94558	051	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406
052	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406	053	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406
054	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406	060	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406
061	FARMERS NATIONAL BANK OF CANFIELD 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406		

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

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO,  
MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- TRUCKERS COVERAGE FORM
- GARAGE COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Liability Coverage** is changed as follows:

1. Paragraph **a** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

**B. Changes In Definitions**

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

**D. "Covered pollution cost or expense"** means any cost or expense arising out of:

1. Any 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. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, al-

leged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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

## **EMPLOYEE HIRED AUTOS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Liability Coverage**

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **C. Changes In General Conditions**

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms. Paragraph **5.d.** of the **Other Insurance-Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph **5.f.** of the **Other In-**

**urance Primary And Excess Insurance Provisions** in the Motor Carrier Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".



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

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

**SCHEDULE**

**Name of Person or Organization:**

**STITLE CONSTRUCTION CORP  
PO BOX 1177  
SALEM OH 44460-8177**

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

**SECTION II - LIABILITY COVERAGE A. 1. Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of conduct of an "insured" and only to the extent of that liability for the auto shown in the schedule.

## BUSINESS AUTO 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.

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

### SECTION I - COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols
1	Any "Auto"
2	Owned "Autos" Only Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject to No-Fault Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos" Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss;" or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies,

caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds:"

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partner (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured:"

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the ju-

risdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. 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
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

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

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." For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

**5. Fellow Employee**

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

**6. Care, Custody Or Control**

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

**7. Handling Of Property**

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto," or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

**8. Movement Of Property By Mechanical Device**

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

**9. Operations**

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

- a. Any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment"; or "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

**10. Completed Operations**

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, 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 warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

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.

**11. Pollution**

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

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto;"
  - (2) Otherwise in the course of transit by or on behalf of the "insured;" or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto;"

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto;" or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants;" and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto;" and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

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

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government,

sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," and "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. Coverage

- 1. We will pay for "loss" to a covered "auto" or its equipment under:
  - a. **Comprehensive Coverage**  
From any cause except:
    - (1) The covered "auto's" collision with another object; or
    - (2) The covered "auto's" overturn.
  - b. **Specified Causes Of Loss Coverage**  
Caused by:
    - (1) Fire, lightning or explosion;
    - (2) Theft;
    - (3) Windstorm, hail or earthquake;
    - (4) Flood;
    - (5) Mischief or vandalism; or
    - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

**c. Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

**2. Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

**3. Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extension**

**a. Transportation Expenses**

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

**b. Loss of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

**B. Exclusions**

- 1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

**a. Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

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

- 2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

- 3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:
- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
  - b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
  - c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
  - d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

**SECTION IV - BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

**A. Loss Conditions**

**1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
  - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit."
  - (4) Authorize us to obtain medical records or other pertinent information.
  - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.
- 3. Legal Action Against Us**
- No one may bring a legal action against us under this Coverage Form until:
- a. There has been full compliance with all the terms of this Coverage Form; and
  - b. Under Liability Coverage, we agree in writing that the "insured" has an

obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment - Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto;"
- c. Your interest in the covered "auto," or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

**6. Premium Audit**

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due

date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada; and
- e. Anywhere in the world, if:

(1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V - DEFINITIONS**

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

**B. "Auto" means:**

1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

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

**C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.**

**D. "Covered pollution cost or expense" means any cost or expense arising out of:**

1. Any 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. Any 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".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants:"

**a. That are, or that are contained in any property that is:**

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto;"
- (2) Otherwise in the course of transit by or on behalf of the "insured;"
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto;" or

**b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto;" or**

**c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured." Paragraph a. above does not apply to fu-**

els, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants;" and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto;" and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".**

**F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".**

**G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.**

**H. "Insured contract" means:**

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. 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 to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

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

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "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".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. 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":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

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

- L. "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.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  - 1. Damages because of "bodily injury," or "property damage"; or
  - 2. A "covered pollution cost or expense", to which this insurance applies, are alleged."Suit" includes:
  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "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.
- P. "Trailer" includes semitrailer.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

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

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

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or

utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

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

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

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

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

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

## **SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following exclusion is added to Paragraph **B. Exclusions of Section II - Liability Coverage** in the Business Auto, Motor Carrier and Truckers Coverage Forms and for **"Garage Operations" - Covered "Autos"** in the Garage Coverage Form:

### **SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

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

### **B. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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

## **BUSINESS AUTO EXPANDED PLUS COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **1. BUSINESS AUTO COVERAGE FORM CA 0001 IS MODIFIED AS FOLLOWS:**

**SECTION II - LIABILITY COVERAGE, item A. 1. Coverage, Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

- g. Any "employees" of yours while using a covered "auto" you do not own, hire or borrow that "auto".

**SECTION II - LIABILITY COVERAGE**, subparagraphs (2) and (4) of item A. 2. a. **Coverage Extensions, Supplementary Payments** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended as follows:

Item A. 4. **Coverage, Coverage Extension** is deleted and replaced with the following:

#### **4. Coverage Extensions**

##### **a. Transportation Expenses**

We will pay up to \$50 per day to a maximum of \$1,000 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

##### **b. Personal Effects**

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

Our payment for loss of or damage to personal effects will apply only on an excess basis over other collectible insurance.

Item **A. Coverage**, is amended to include the following additional coverage items:

We will pay the expense of returning a stolen covered "auto" to you.

**5. Hired Auto Physical Damage**

If Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this policy, then we will provide the same coverage(s) for those "autos" that you lease, hire, rent or borrow from others. The most we will pay for any one "accident" or "loss" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less, minus a deductible for each covered "auto" that is equal to the largest deductible on the schedule of "autos" applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

**6. Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to \$1,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No deductible applies to this additional coverage.

Under **Paragraph B. Exclusions** the following is added:

Mechanical breakdown does not apply to the accidental discharge of an airbag.

Item **B. Exclusions**, is amended to include the following:

Exclusions **4.c.** and **4.d.** do not apply to:

- c. Cellular telephones and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" elec-

trical system, in or upon the covered "auto".

Item **C. Limits Of Insurance**, is amended to include the following:

3. For those businesses not shown in the Declarations as "auto" dealerships, the following provisions also apply:

a. In the event of a total loss to a covered "auto", secured by an original lease or loan agreement, in which the cost of repairs plus the salvage value exceeds the actual cash value at the time of "loss", the most we will pay is the greater of:

(1) The actual cash value of the covered "auto" at the time of "loss"; or

(2) The amount you owe under the terms of the original lease or loan agreement to which the covered "auto" is subject, reduced by:

(a) Overdue payments and associated financial penalties as of the date of "loss";

(b) The transfer or rollover of a previous outstanding lease or loan balance from another vehicle to the original lease or loan for the covered "auto";

(c) The dollar amount of any unrepaired damage which occurred prior to the date of a total loss, in which the cost of repairs plus the salvage value exceeds the actual cash value;

(d) All refunds paid or payable to you as a result of the early termination of the lease or loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the covered "auto";

(e) Financial penalties imposed under the lease agreement for high mileage, excessive use or abnormal wear and tear; and

(f) Nonrefundable security deposits.

Item **D. Deductible** is deleted and replaced with the following:

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations.

1. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
2. Any Collision Coverage deductible amount shall not apply to loss caused by collision between your covered "auto" and an "auto", other than a covered "auto", provided:
  - a. The loss to the covered "auto" is greater than the deductible amount; and
  - b. The owner or operator of such other "auto" has been identified; and
  - c. The owner or operator of such other "auto" is legally liable for the loss to your covered "auto;" and
  - d. There is a valid Property Damage Liability Insurance Policy applicable at the time of the accident with respects to the person or organization legally responsible for such loss to the covered "auto."
3. No deductible shall apply to glass damage if the glass is repaired rather than replaced.

**SECTION IV - BUSINESS AUTO CONDITIONS** is amended as follows:

Item **A. Loss Conditions, 2. a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended to include the following paragraph:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

The following is added to Item **5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right or recovery we may have against any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, because of payments we make for injury or damage done under a contract with that person or organization.

Item **B. 2. General Conditions, Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

Item **B. 7. General Conditions, Policy Period, Coverage Territory** is amended to include the following additional paragraph:

- e. For short-term (30 days or less) hired autos, the coverage territory is anywhere in the world, provided that if the insured's responsibility to pay damages is determined in a "suit," that "suit" is brought in the territory described in items **7.a. - d.**

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COMMERCIAL AUTO

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

**WAIVER OF COLLISION DEDUCTIBLE - NOT AT FAULT ACCIDENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**

The deductible amount shall not apply to loss caused by collision between your covered auto and another automobile, provided:

- (a) The loss to the covered auto is greater than the deductible amount; and
- (b) The owner or operator of such other automobile has been identified; and
- (c) The owner or operator of such other automobile is legally liable for the loss to your covered auto; and
- (d) There is a valid Property Damage Liability Insurance Policy applicable at the time of the accident with respect to the person or organization legally responsible for such loss to the covered auto.

CA 70 07 10 87

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COMMERCIAL AUTO

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

**LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**

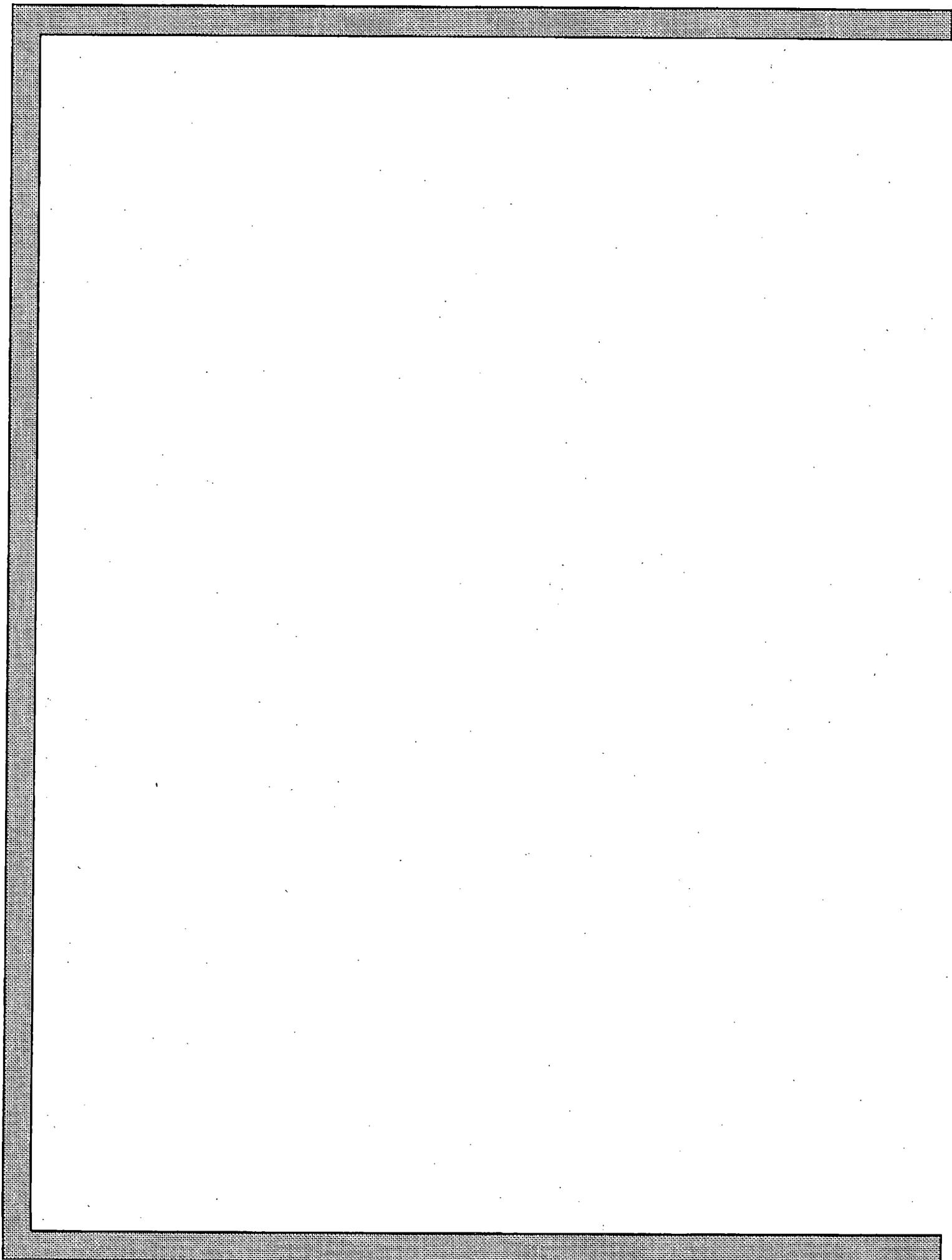
With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. We will pay, as interest may appear, you and the loss payee named in the policy for "loss" to a covered "auto."
- B. The insurance covers the interest of the loss payee unless the "loss" results from conversion, secretion or embezzlement on your part.
- C. We may cancel the policy as allowed by the CANCELLATION Common Policy Condition. Cancellation ends this agreement as to the loss payee's interest. If we cancel the policy we will mail you and the loss payee the same advance notice.
- D. If we make any payments to the loss payee, we will obtain his or her rights against any other party.

INLAND MARINE COVERAGE

INLAND  
MARINE  
COVERAGE

INLAND MARINE COVERAGE



**Quick Reference**  
**Commercial Inland Marine Coverage Part**

Read Your Policy Carefully

**Declarations Pages**

Named Insured & Mailing Address  
Policy Period  
Description of Business and Location  
Coverages and Limits of Insurance

**Coverage Form(s)**

- A. Coverage
  - . Covered Property
  - . When Coverage Applies (If Applicable)
  - . Property Not Covered
  - . Covered Causes of Loss
  - . Additional Coverage - Collapse (If Applicable)
  - . Coverage Extension(s) (If Applicable)
  - . Coverage Options (If Applicable)
- B. Exclusions
  - . Earthquake (If Applicable)
  - . Governmental Action
  - . Weapons (If Applicable)
  - . Nuclear Hazard (If Applicable)
  - . War and Military Action
  - . Water (If Applicable)
  - . Other Exclusions (If Applicable)
- C. Limits of Insurance
- D. Deductible (If Applicable)
- E. Additional Conditions
- F. Definitions

**Endorsements (If Applicable)**

**Commercial Inland Marine Conditions**

**Loss Conditions**

- A. Abandonment
- B. Appraisal
- C. Duties in the Event of Loss
- D. Insurance Under Two or More Coverages
- E. Loss Payment
- F. Other Insurance
- G. Pair, Sets or Parts
- H. Privilege to Adjust With Owner
- I. Recoveries
- J. Reinstatement of Limit After Loss
- K. Transfer of Rights of Recovery Against Others to Us

**General Conditions**

- A. Concealment, Misrepresentation or Fraud
- B. Legal Action Against Us
- C. No Benefit to Bailee
- D. Policy Period
- E. Valuation

**Common Policy Conditions**

- A. Cancellation
- B. Changes
- C. Examination of Your Books and Records
- D. Inspections and Surveys
- E. Premiums
- F. Transfer of Your Rights and Duties Under This Policy



## COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

### LOSS CONDITIONS

#### A. Abandonment

There can be no abandonment of any property to us.

#### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasi-

ble, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

#### D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

#### E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.

3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets Or Parts**

**1. Pair or Set**

In case of loss or damage to any part of a pair or set we may:

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

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several

parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at the time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**B. Control Of Property**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

**D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**E. Policy Period, Coverage Territory**

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

**F. Valuation**

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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

This endorsement modifies insurance provided under the following:

## COMMERCIAL INLAND MARINE COVERAGE PART

Loss Condition E. **Loss Payment** in the Commercial Inland Marine Conditions is replaced by the following:

**E. Loss Payment**

1. We will give you notice, within 21 days after we receive a properly executed proof of loss, that we:
  - a. Accept your claim;
  - b. Deny your claim; or
  - c. Need more time to investigate your claim.

If we need more time to investigate your claim, we will provide an explanation for our need for more time. We will continue to notify you again in writing, at least every 45 days, of the status of the investigation and of the continued time needed for the investigation.

2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay

the owners more than their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. Provided you have complied with all the terms of this policy, we will pay for covered loss or damage within:
  - a. 10 days after we accept your claim if such acceptance occurs within the first 21 days after we receive a properly executed proof of loss, unless the claim involves an action by a probate court or other extraordinary circumstances as documented in the claim file; or
  - b. Five days after we accept your claim if such acceptance occurs more than 21 days after we receive a properly executed proof of loss, and
    - (1) An appraisal award has been made; or
    - (2) We have reached an agreement with you on the amount of loss that was in dispute.
6. We will not be liable for any part of a loss that has been paid or made good by others.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



**WESTFIELD**  
**INSURANCE**

Sharing Knowledge. Building Trust.®

**COMMERCIAL INLAND MARINE  
RENEWAL DECLARATIONS  
ACCOUNTS RECEIVABLE COVERAGE**

11

**COMPANY PROVIDING COVERAGE**

**WESTFIELD INSURANCE COMPANY**

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY**

34-00918

**PROD.**

000

BOAK & SONS INC;  
75 VICTORIA RD  
YOUNGSTOWN OH 44515

L. CALVIN JONES & COMPANY  
PO BOX 159  
CANFIELD OH 44406-0159  
TELEPHONE 330-533-1195

**Policy Number:** TRA 1 587 667

| 11 |

**WIC Account Number:** 3409097467

| M

**Policy Period**      **From**      03/18/10  
                                 **To**              03/18/11

**at 12:01 A.M. Standard Time at your mailing address shown above.**

**DESCRIPTION OF PREMISES**

**Loc Bldg Street Address, City & State**

**Occupancy**

**\*Refer to Commercial Property Expanded and/or Signature Series Schedule(s) for Coverages and Limits of Insurance.\***

**COVERED PROPERTY AND LIMITS OF INSURANCE**

**A. Property At Your Premises**  
**Loc Bldg Item**

**Limit of Insurance**

**B. Property Away From Your Premises**

**Loc Bldg Item Class Label      DESCRIPTION OF RECEPTACLES**  
   **Issuer      Manufacturer**

**Total Advance Annual  
Accounts Receivable Premium**

**Included**

**Forms and Endorsements applicable to this coverage:**

CM7001 0904\*, CM0066 0904\*.

## ACCOUNTS RECEIVABLE 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.

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

### A. Coverage

#### 1. We will pay:

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- d. Other reasonable expenses that you incur to re-establish your records of accounts receivable;

that result from Covered Causes of Loss to your records of accounts receivable.

#### 2. Property Not Covered

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations; or
- b. Contraband, or property in the course of illegal transportation or trade.

#### 3. Covered Causes Of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS OR DAMAGE to your records of accounts receivable except those causes of loss listed in the Exclusions.

#### 4. Additional Coverage - Collapse

We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
- b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- c. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in Paragraphs a. through e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

#### 5. Coverage Extension

##### REMOVAL

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- a. At a safe place away from your "premises"; or
- b. Being taken to and returned from that place.

This Coverage Extension is included within the Limit of Insurance applicable to the "premises" from which the records of accounts receivable are removed.

## B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

### a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

### b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

### c. War And Military Action

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

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest or criminal act committed by:
  - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company;

- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or

- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- d. Bookkeeping, accounting or billing errors or omissions.

- e. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;

- (2) Faulty installation or maintenance of data processing equipment or component parts;

- (3) An occurrence that took place more than 100 feet from your "premises"; or

- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 100 feet from your "premises".

But we will pay for direct loss or damage caused by lightning.

- f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

- g. Unauthorized instructions to transfer property to any person or to any place.
  - h. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage that requires any audit of records or any inventory computation to prove its factual existence.
  4. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
    - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
    - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
    - c. Faulty, inadequate or defective:
      - (1) Planning, zoning, development, surveying, siting;
      - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
      - (3) Materials used in repair, construction, renovation or remodeling; or
      - (4) Maintenance;
 

of part or all of any property wherever located.
    - d. Collapse except as provided in the Additional Coverage - Collapse Section of this Coverage Form.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

**D. Additional Conditions**

**1. Determination Of Receivables**

General Condition F. **Valuation** in the Commercial Inland Marine Conditions is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
  - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
  - (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- b. The following will be deducted from the total amount of accounts receivable, however that amount is established:
  - (1) The amount of the accounts for which there is no loss or damage;
  - (2) The amount of the accounts that you are able to re-establish or collect;
  - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
  - (4) All unearned interest and service charges.

**2. Recoveries**

The following is added to Loss Condition **H. Recovered Property** in the Commercial Inland Marine Conditions:

You will pay us the amount of all recoveries you receive for a loss or damage paid by us. But any recoveries in excess of the amount we have paid belong to you.

**3. The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:**

**a. Coverage Territory**

We cover records of accounts receivable:

- (1) Within your "premises"; and

(2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:

(a) The United States of America (including its territories and possessions);

(b) Puerto Rico; and

(c) Canada.

**b. Coinsurance**

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

We will not pay the full amount of any loss if the value of all accounts receivable, except those in transit, at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for Coverage Applicable at All Locations.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of all accounts receivable, except those in transit, at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance for Coverage Applicable at All Locations by the figure determined in Step (1); and

(3) Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

This condition will not apply to records of accounts receivable in transit, interest charges, excess collection expenses or expenses to re-establish your records of accounts receivable.

**c. Protection Of Records**

Whenever you are not open for business, and except while you are actually using the records, you must keep all records of accounts receivable in receptacles that are described in the Declarations.

**E. Definitions**

"Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.



**WESTFIELD**  
**INSURANCE**

Sharing Knowledge. Building Trust.®

**COMMERCIAL INLAND MARINE  
RENEWAL DECLARATIONS  
CONTRACTORS EQUIPMENT COVERAGE**

11

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>	<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			
<b>Policy Number: TRA 1 587 667</b>	11	<b>WIC Account Number: 3409097467</b>		M
<b>Policy Period</b>	<b>From To</b>	03/18/10 03/18/11	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	

**SPECIAL FORM**



Covered Property You own:

Item No.	Description, Make/Model, & Serial No.	Functional Repl. Cost		Limit of Insurance
		N/A	\$	
1	SPECTRUM GENERATOR MDL 60DS #350689	N/A	\$	7,000
2	1985 AIR COMPRESSOR	N/A	\$	4,000
3	1984 CONVEYOR	N/A	\$	5,000
4	AIR COMPRESSOR	N/A	\$	4,000
5	ALLIS-CHALMERS FORKLIFT #ACC50PSAFR525345	N/A	\$	6,500
6	1984 GUESSMER FOAM MACHINE FF3500 100169	N/A	\$	10,000
7	WHITE-DETROIT 60 KW GENERATOR	N/A	\$	15,000
8	1991 JLG 1400 TRUCK MOUNTED CRANE #0409002008	N/A	\$	24,000
9	2005 GRACO FOAM MACHINE A210	N/A	\$	16,000
10	ROTH CONVEYOR	N/A	\$	8,000
13	2000 GRANDALL FORKLIFT #GLP050TGNUAE086	N/A	\$	13,000
14	VOLUMATIC INSULATION MACHINE S/#4570	N/A	\$	18,000
15	VOLUMATIC INSULATION MACHINE S/#0040	N/A	\$	18,000
16	VOLUMATIC INSULATION MACHINE S/#8222	N/A	\$	18,000
17	1998 GUESSMER PROPORING UNIT SPRAY MACHINE BV0148	N/A	\$	35,000
18	(2) GUESSMER PROPORING UNITS 503/504	N/A	\$	6,000
19	(6) TRANSFER PUMPS	N/A	\$	4,800
20	(4) GUESSMER COATING PUMPS	N/A	\$	16,000



**WESTFIELD**  
**INSURANCE**  
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**COMMERCIAL INLAND MARINE**  
**RENEWAL DECLARATIONS**  
**CONTRACTORS EQUIPMENT COVERAGE**  
 (Continued)

11

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>	<b>AGENCY</b>	<b>34-00918</b>	<b>PROD.</b>	<b>000</b>
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515	L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			

**Policy Number:** TRA 1 587 667 | 11 | **WIC Account Number:** 3409097467 | M

**Policy Period** From 03/18/10 To 03/18/11 at 12:01 A.M. Standard Time at your mailing address shown above.

**SPECIAL FORM**

Covered Property You own:

Item No.	Description, Make/Model, & Serial No.	Repl. Cost	Limit of Insurance
21	GUTTER MACHINE MOUNTED ON TRAILER S#GM567951107	N/A \$	15,000
22	5" GUTTER MACHINE	N/A \$	10,000
23	1998 AIR COMPRESSOR ID #P185WJD S#285996UBI221	N/A \$	3,000
24	ONAN GENERATOR ID #15KW S#G800512731	N/A \$	3,000
25	ONAN GENERATOR ID# 15KW	N/A \$	3,000
26	GENERATOR ID# 50KW	N/A \$	17,000
27	GENERATOR 25KW	N/A \$	11,000
28	1978 GUESSMER PROPORTING H-2000 B01020	N/A \$	20,000
29	1978 GUESSMER PROPORTING H-2000 B01578	N/A \$	20,000
30	ROLL FORMER MACHINE 00120019	N/A \$	40,000
31	(2) VANGUARD PRESSURE WASHERS 10316374/10316370	N/A \$	10,800

Covered Property that you lease, rent, or borrow from others:

Item No.	Description, Make/Model, & Serial No.	Limit of Insurance
11	PROPERTY LEASED, RENTED OR BORROWED FROM OTHERS	\$ 50,000

Covered Property that others lease, rent, or borrow from you

Limit of Insurance NIL



**WESTFIELD  
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**COMMERCIAL INLAND MARINE  
RENEWAL DECLARATIONS  
CONTRACTORS EQUIPMENT COVERAGE  
(Continued)**

11

<b>COMPANY PROVIDING COVERAGE</b>		<b>WESTFIELD INSURANCE COMPANY</b>		
<b>NAMED INSURED AND MAILING ADDRESS</b>		<b>AGENCY</b>	34-00918	<b>PROD.</b> 000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515		L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195		
<b>Policy Number: TRA 1 587 667</b>		11	<b>WIC Account Number: 3409097467</b>   M	
<b>Policy Period</b>	<b>From To</b>	03/18/10 03/18/11	<b>at 12:01 A.M. Standard Time at your mailing address shown above.</b>	
Contractors Extra Expense		Limit of Insurance \$		2,500
<b>DEDUCTIBLE: \$ 1,000</b>				
<b>Total Advance Annual Contractors Equipment Premium \$ 1,906.00</b>				

**Forms and Endorsements applicable to this coverage:**  
CM7093 0588\*, CM7020 0292\*, CM7021 0488\*, CM7018 0904\*.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LOSS PAYABLE CLAUSE**

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

**SCHEDULE**

<b>Item No.</b>	<b>Description of Property</b>	<b>Loss Payee (Name &amp; Address)</b>
008	1991 JLG 1400 TRUCK MOUN WITH MOUNTED CRANE #0409002008	FARMERS NATIONAL BANK 20 S BROAD ST, PO BOX 555 CANFIELD OH 44406
011	PROPERTY LEASED, RENTED OR BORROWED FROM OTHERS	ALL AERIALS LLC CORP 4945 BRECKSVILLE RD RICHFIELD, OH 44286 RICHFIELD OH 442860000
011	PROPERTY LEASED, RENTED OR BORROWED FROM OTHERS	HYTECH PRODUCTS 4705 BROOK PARK RD CLEVELAND, OH 44134 CLEVELAND OH 441340000
013	2000 GRANDALL FORKLIFT #GLP050TGNUAE086	FIRST PLACE BANK ISAOA 3801 BOARDMAN-CANFIELD RD YOUNGSTOWN OH 44512
000	ALL EQUIPMENT	FARMERS NATIONAL BANK PO BOX 555 CANFIELD, OH 44406

The following is added to the LOSS PAYMENT Loss Condition:

**A. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

**B. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Commercial Property Condition:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

## CONTRACTORS EQUIPMENT COVERAGE FORM

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

Throughout this policy, the words "you", "your" or "yours" refer to the Named Insured shown in the Declarations. The words "we", "our" or "ours" and "us" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section F.-DEFINITIONS.

### A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

#### 1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Contractors equipment including accessory equipment designed for use with the property scheduled which:
  - (1) You own; or
  - (2) Is in your care, custody or control; and
  - (3) Is listed in the Contractors Equipment Declarations or on the schedule attached to this policy.

#### 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property you have loaned, rented or leased to others;
- b. Blue prints, drawings, designs or specifications;
- c. Automobiles, or other vehicles designed for highway use, unless unlicensed and not operated on public roads;
- d. Watercraft, aircraft, boats or barges;
- e. Property while airborne or waterborne, except while in transit;
- f. Property while in cofferdams or while below the surface of the ground;
- g. Property which has become a permanent part of any structure.

#### 3. COVERED CAUSES OF LOSS

##### a. SPECIAL FORM

If the term **SPECIAL FORM**  appears in the Contractor Equipment Declarations page, covered causes of "loss" means risk of Direct Physical Loss to Covered Property except

those causes of "loss" listed in the exclusions.

##### b. SPECIFIED PERILS

If the term **SPECIFIED PERILS**  appears in the Contractors Equipment Declarations page, covered causes of "loss" means risks of DIRECT PHYSICAL "LOSS" to Covered Property caused by:

- (1) Fire, lightning;
- (2) Windstorm and hail;
- (3) Explosion, except explosion originating within steam boilers or internal explosion;
- (4) "Flood";
- (5) Earthquake;
- (6) Collapse of bridges;
- (7) The stranding, sinking, burning, or collision of a regular ferry or lighter operating on lakes, rivers or inland waterways if the covered property is in or on a transporting vehicle;
- (8) Collision, derailment or overturning of vehicle while the Covered Property is being transported thereon;
- (9) Landslide, upset or overturning, collision of any covered item with another item or object;
- (10) Strikes, riots, civil commotion, malicious mischief and vandalism;
- (11) "Theft".

### B. EXCLUSIONS

- 1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

#### a. GOVERNMENT ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

**c. WAR AND MILITARY ACTION**

War, including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**2. We will not pay for a "loss" caused by or resulting from any of the following:**

- a. Delay, loss of use, loss of market, or any other indirect loss;
- b. Dishonest or criminal acts:

By you, or any of your employees;

By anyone authorized to act for you;

By anyone to whom the property is entrusted;

All whether alone or in collusion with others and whether during hours of employment or not;

But this exclusion does not apply to a carrier for hire.

- c. Artificially generated current creating a short circuit or other electrical disturbance within an article covered under this Coverage Form;

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

- d. Unexplained disappearance;

- e. The weight of the load exceeding the registered lifting or supporting capacity of the equipment, extending beyond the registered length, or exceeding the registered angle of any crane, derrick, tower boom or similar equipment.

- f. Pollution: We will not pay for loss or damage arising out of the actual, alleged or threatened discharge, dispersal, seepage migration, release or escape of "pollutants":

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled, or handled for movement into, onto or from, the covered equipment;

- (b) Otherwise in the course of transit by or on behalf of you;

- (c) Being stored, disposed of, treated or processed in or upon the covered equipment;

- (2) Before the "pollutants" are contained are moved from the place where they are accepted by you for movement into or onto the covered equipment; or

- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered equipment to the place where they are finally delivered, disposed of or abandoned by you.

**3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay that resulting "loss".**

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss";

- b. Acts or decisions, including the failure to act or decide, of any person, group organization or governmental body;

- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying or siting; or
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; or
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear, gradual deterioration, any quality in property that causes it to damage or destroy itself, hidden or latent defect, depreciation; mechanical breakdown; insect, vermin, or rodents; dryness or dampness of atmosphere, extremes of temperature, corrosion, rust, mold, rot, cold, or heat.

### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the Limit of Insurance specified in the Contractors Equipment Declarations.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the deductible amount shown in the Contractors Equipment Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable Limit of Insurance.

### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine and Common Policy Conditions:

#### 1. WHERE PROPERTY IS COVERED

The property is covered wherever located within:

- a. The United States of America; and
- b. Canada.

#### 2. ADDITIONAL ACQUIRED PROPERTY

- a. You agree:
  - (1) To report, in writing, each item of additional property of the kind covered by this policy, acquired by purchase after the effective date of this policy, within thirty (30) days from the date acquired; and
  - (2) To pay full premium for this property from the date acquired;

#### b. We agree:

To cover the additionally acquired property until this property is scheduled on this policy, for not more than 25% of the total Limit of Insurance shown in the Contractors Equipment Declarations for that type of property or \$25,000, whichever is least, for the thirty (30) day period;

- c. We will cease to cover such property if it is not reported to us, in writing, within the thirty (30) day period; We will not cover this property after this coverage expires or is terminated.

### 3. COINSURANCE

All covered Property must be insured for 100% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance shown in the Declarations for all Covered Property at all locations bears to 100% of the total value of all property at all locations as of the time of "loss".

### 4. NOTICE TO POLICE

You agree that you will report promptly to the Police Department all thefts or acts of vandals.

### F. DEFINITIONS

"LOSS" means accidental loss or damage.

"Theft" means any act of stealing. Theft does not mean mysterious or unexplained disappearance of property.

"Flood" means a temporary condition of partial or complete inundation of normally dry land areas as a result of:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or run off of surface waters;

"Flood" does not mean:

- a. Water below the surface of the ground; or
- b. Release of water impounded by a dam.

"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.

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

**EXTRA EXPENSE INSURANCE**

This endorsement modifies insurance provided under the following:

**CONTRACTORS EQUIPMENT COVERAGE**

**A. COVERAGE**

We will pay for the necessary Extra Expense which you incur in order to continue, as nearly as possible, the normal operation of your business, following "loss" to the equipment covered by this policy caused by or resulting from a covered cause of "loss";

We shall not pay for Extra Expense for any period of suspension of use during which the equipment would not have been used or would not be required to be used;

In no event shall we pay for loss of profits or earnings resulting from "loss" to Covered Property or for a reduced volume of business.

**B. LIMIT OF INSURANCE**

We shall not pay more than the amount specified in Section II of the Contractors Equipment Declarations for any one "loss" for Extra Expense as defined below.

**C. DEDUCTIBLE**

We shall not pay for any Extra Expense incurred during the first 24 hours following "loss" to the covered equipment by a covered cause of loss.

**D. SUBSTITUTION OF EQUIPMENT**

You agree to substitute other equivalent equipment at your disposal if any such equipment is idle;

**E. PREMIUM**

The premium for this coverage shall be the amount specified in Section II of the Contractors Equipment Declarations.

**F. DEFINITIONS**

"Extra Expense" means the expense incurred by you to rent, lease, or hire comparable substitute equipment, during the period of suspension of use during which you are prevented from using covered lost or damaged equipment:

1. On work in progress at the time of "loss";  
or
2. On future work for which you, at the time of "loss", hold a valid written contract which would require the use of the damaged equipment;



## DATA PROCESSING COVERAGE FORM

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

Throughout this policy, the words "you", "your" or "yours" refer to the Named Insured shown in the Declarations. The words "we", "our" or "ours" and "us" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section F. - DEFINITIONS.

### A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

#### 1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. "Data Processing Equipment", including component parts of that equipment, "Data", "Media", (including unused media) or "computer programs", which are:

- (1) Owned by you;
- (2) Leased or rented to you; or
- (3) Under your control;

at a scheduled location described in the Data Processing Coverage Declarations attached to this coverage.

#### 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Property you lease or rent to others while it is away from your premises;
- b. Any "data" or "media" which cannot be replaced with others of like kind or quality; but this does not apply to any items that are insured for a specific amount per article;
- c. Accounts, bills, evidence of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents, except as they may be converted to data processing media form, and then only in that form.

#### 3. COVERED CAUSES OF LOSS

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

### 4. ADDITIONAL COVERAGE

#### a. Collapse

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- (2) Hidden decay;
- (3) Hidden insect or vermin damage;
- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limit of Insurance provided in this Coverage Form.

#### b. Storage of Duplicate Data Elsewhere

We will pay for your "loss" to duplicate or backup data which you store at a separate location up to \$50,000.00 at any one location.

A separate location is defined as a building located at least 100 feet away from your primary computer operation.

**c. Debris Removal**

- (1) We will pay for the cost of removal of debris of the Covered Property if caused by a Covered Cause of "Loss"; but
- (2) We will not pay more than your actual cost of debris removal;
- (3) In no event will we pay any cost resulting from enforcement of any law or ordinance.

**d. Transit and Temporary Location Coverage**

We will pay for "loss" of Covered Property while in transit or temporarily located elsewhere in the United States or Canada subject to a maximum limit of \$100,000.

We will not cover property at these temporary locations for more than ninety (90) days.

**e. Removal**

Such insurance as is afforded for COVERED PROPERTY of this form shall also apply while the property covered is being removed to or from and while at a place of safety because of imminent danger of physical loss or damage. The separate transit limit does not apply.

**f. Fire Protection Devices**

We will pay the cost to recharge or refill:

- (1) Any fire protection device which is designed specifically to protect "Data Processing Equipment"; and
- (2) Other fire protection devices in the same room where covered "Data Processing Equipment" is located;

when these devices have been discharged as a result of a covered cause of loss.

We shall not pay more than \$10,000 for the expense to refill or recharge fire protection devices.

**g. Breakdown**

We will pay for "loss" of Covered Property inside your building and within 100 feet of it for the following kinds of direct physical loss.

(1). Mechanical breakdown or machinery breakdown;

(2). Short circuit, blow-out or other electrical damage to electrical equipment, apparatus or devices including wiring;

(3). Electrical or magnetic injury or disturbance or erasure of electronic recordings.

But we will not cover "loss" caused by any change in your electrical power supply, such as interruption, power surge, or brown-out, if the change originates more than 100 feet from the building containing your computer equipment.

**B. EXCLUSIONS**

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

**a. GOVERNMENT ACTION**

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. NUCLEAR HAZARD**

Any weapon employing atomic fission or fusion; or

Nuclear reaction or radiation, or radioactive contamination from any other cause;

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

**c. WAR AND MILITARY ACTION**

War including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**2. We will not pay for "loss" caused directly or indirectly by any of the following:**

- a.** Delay, loss of market, loss of use, interruption of business, consequential loss of any nature;
- b.** Dishonest or criminal acts:

By you, or any of your employees;

By anyone authorized to act for you;

By anyone to whom the property is entrusted;

All whether alone or in collusion with others and whether during hours of employment or not;

This exclusion does not apply to carriers for hire.

- c.** Error in machine programming or instructions to machine. But this exclusion does not apply to "loss" caused by acts of computer hackers, computer viruses, trojan horses, worms, logic bombs or other malicious software;
- d.** Unexplained disappearance;
- e.** Actual work upon, installation or testing of property. But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form;
- f.** Loss of income or any other consequential or remote loss;
- g.** Loss due to faulty, inadequate or defective maintenance of covered property;
- h.** Dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing systems air conditioning facilities by a cause of "loss" not excluded by this policy;
- i.** Pollution:

- (1)** We will not pay for loss or 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.

**(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.

3. We will not pay for a "loss" caused by or indirectly caused by any of the following. But if "loss" by a Covered Cause of Loss results, we will pay that resulting "loss".
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss";
  - b. Acts or decisions, including the failure to act or decide, of any person, group organization or governmental body;
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying or siting; or
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; or
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;of part or all of any property wherever located.
  - d. Collapse except as provided in the Additional Coverage - Collapse section of this coverage;
  - e. Wear and tear, gradual deterioration, any quality in property that causes it to damage or destroy itself, hidden or latent defect, depreciation; insect, vermin, or rodents.

### C. LIMITS OF INSURANCE

The most we will pay for a "loss" in any one occurrence is the Limit of Insurance specified in the Data Processing Coverage Declarations.

The limits applicable to the Additional Coverages of Storage of Duplicate Data Elsewhere, Debris Removal, Transit and Temporary Lo-

cation, Removal, and Fire Protection Devices are in addition to the Limits of Insurance.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the deductible amount shown in the Data Processing Coverage Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable Limit of Insurance.

#### 1. Breakdown Deductible

We will not pay for an Additional Coverage - Breakdown "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the deductible amount for Additional Coverage - Breakdown shown in the Data Processing Coverage Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable Limit of Insurance.

### E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine and Common Policy Conditions:

#### 1. WHERE PROPERTY IS COVERED

The property is covered wherever located within:

- a. The United States of America; and
- b. Canada.

#### 2. ADDITIONAL ACQUIRED PROPERTY

- a. You agree:
  - (1) To report, in writing, each item of additional property of the kind covered by this policy, acquired after the effective date of this policy, within ninety (90) days from the date acquired; and
  - (2) To pay full premium for this property from the date acquired at pro rata of the policy rate for such property;

- b. We agree:

To cover the additionally property when acquired, pending notice to us for not more than the actual cash replacement cost of the acquired property subject to a maximum of \$100,000 for all newly acquired property.

- c. We will cease to cover such property if it is not reported to us, in writing, within the ninety (90) day period.

### 3. VALUATION

#### Data Processing Equipment

The measure of recovery shall be based upon the following conditions:

**Replacement Cost:** We shall not be liable beyond the actual cash replacement cost of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated on the basis of the actual cash retail replacement cost of property similar in kind to that insured at the place of and immediately preceding the time of such loss or damage, but in no event to exceed the limit of insurance specified in the Data Processing Coverage Declarations.

#### Data Processing Media

The measure of recovery shall not exceed:

#### Specified Articles:

As respects Specified Articles described in the Declarations we shall not be liable beyond the actual cash replacement cost of the property at the time any loss or

damage occurs and the loss or damage shall be ascertained or estimated on the basis of the actual cash retail replacement cost of property similar in kind to that insured at the place of and immediately preceding the time of such loss or damage, but in no event to exceed the Limit of Insurance specified in the Data Processing Coverage Declarations.

### F. DEFINITIONS

1. "Loss" means accidental loss and damage.
2. "Data Processing Equipment" means a network of machine components capable of accepting information, processing it according to plan and producing the desired results. It includes air conditioning, fire protection equipment and electrical equipment used exclusively in your computer operations.
3. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable in your data processing operations.
4. "Media" means material on which data is recorded.
5. "Computer Programs" means data used to direct computer equipment including diagrams or other records which can be used to reproduce programs.

### EXTRA EXPENSE (OPTIONAL COVERAGE)

#### A. COVERAGE

1. We will pay the necessary "extra expense" you incur in order to continue as nearly as practicable the "normal" operation of your business following damage to the property covered.
2. We also insure under this section the actual "loss" sustained by you during the "period of restoration", when, as a direct result of a covered cause of "loss":
  - a. The premises in which the property is located is so damaged as to prevent access to it; or
  - b. The air conditioning system or electrical system necessary for the operation of your "data processing equipment" is so damaged as to reduce or suspend your ability to perform the operations normally performed by the "data processing equipment";
  - c. Access to your premises where the insured property is located is specif-

ically prohibited by order of civil authority. This coverage shall not exceed two consecutive weeks.

#### B. EXCLUSIONS

We will not pay for any "extra expense" unless "loss" was caused by or resulted from a covered cause of "loss" of this policy.

We will not pay for any "loss" unless it occurs during the policy term.

We will not pay for a "loss" caused directly or indirectly by any of the following:

1. Any ordinance or law regulating construction or repair of buildings;
2. The suspension, lapse, or cancellation of any lease, license, contract, or order;
3. Interference at premises by strikers or other persons with repairing or replacing the property damaged or destroyed, or with the resumption or continuation of the Insured's occupancy;

4. The cost to repair or replace the described property except cost in excess of the normal cost of such repair or replacement necessarily incurred to reduce the extra expense loss, and then not to exceed the amount by which such loss is reduced.

#### C. MEASURE OF RECOVERY

1. We shall pay up to the amount specified under Extra Expense in the Declarations for such necessary "extra expense" as is incurred for the "period of restoration".

The "period of restoration" starts with the date of damage or destruction and is not limited by the expiration of this policy.

2. The most we will pay for "loss" is the amount specified in the Declarations.
3. The Limit of Insurance applicable to "Extra Expense", shall in no event exceed that percentage stated below for the anticipated "period of restoration":
  - a. 60% when the "period of restoration" is not in excess of one month;
  - b. 80% when the "period of restoration" is in excess of one month, not in excess of two months; or
  - c. 100% when the "period of restoration" is in excess of two months.

#### D. RESUMPTION OF OPERATIONS

You must resume "normal" operations of your business as soon as practicable after "loss". Coverage under this section shall then cease.

#### E. DEFINITIONS

1. "Loss" means accidental loss and damage.
2. "Extra Expense" means the excess (if any) of the total cost incurred during the "period of restoration" chargeable to the operations of your business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage occurred;

The cost in each case includes the expense of using other property or facilities of other concerns or other necessary emergency expenses;

In no event shall we pay for "loss" of profits or earnings resulting from a reduced volume of business;

In no event shall we pay for direct or indirect "loss" to property covered under "media" or "data processing equipment".

We shall not pay for the purchase, construction, repair or replacement of any physical property unless incurred for the purpose of reducing a covered "loss" under this section and then any payment shall not exceed the amount by which the "loss" is reduced;

Any salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of "normal" operations shall be taken into consideration in the adjustment of any "loss" hereunder.

3. "Normal" means the condition that would have existed had no "loss" occurred.
4. "Period of Restoration" means the length of time:
  - a. Starting with the date of "loss"; and
  - b. Not limited by the date of expiration of this policy;

required with due diligence and dispatch to repair, rebuild or replace the part of the property covered by this policy that has been damaged or destroyed.

5. "Data Processing Equipment" means a network of machine components capable of accepting information, processing it according to plan and producing the desired results. It includes air conditioning, fire protection equipment and electrical equipment used exclusively in your computer operations.
6. "Media" means material on which data are recorded.



**WESTFIELD  
INSURANCE**

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**COMMERCIAL INLAND MARINE  
RENEWAL DECLARATIONS  
TOOL COVERAGE**

11

**COMPANY PROVIDING COVERAGE**

**WESTFIELD INSURANCE COMPANY**

<b>NAMED INSURED AND MAILING ADDRESS</b>		<b>AGENCY</b>	34-00918	<b>PROD.</b>	000
BOAK & SONS INC; 75 VICTORIA RD YOUNGSTOWN OH 44515		L. CALVIN JONES & COMPANY PO BOX 159 CANFIELD OH 44406-0159 TELEPHONE 330-533-1195			
<b>Policy Number:</b> TRA 1 587 667		11	<b>WIC Account Number:</b> 3409097467		M
<b>Policy Period</b>	<b>From To</b>	03/18/10 03/18/11	at 12:01 A.M. Standard Time at your mailing address shown above.		

**SPECIAL FORM**

**COVERED PROPERTY AND LIMITS OF INSURANCE**

**A. Specified Property:**

<b>Item No.</b>	<b>Description, Make/Model, and Serial Number</b>	<b>Limit of Insurance</b>
1	MISCELLANEOUS TOOLS & EQUIPMENT MAXIMUM ANY ONE ITEM \$2,500	\$ 20,000

**B. All Other Property:**

**Limit of Insurance**  
NIL

**DEDUCTIBLE:** \$ 1,000

**Total Advance Annual  
Tool Coverage Premium** \$ 176.00

**Forms and Endorsements applicable to this coverage:**  
CM7098 0904\*, CM7067 0292\*.

## TOOL COVERAGE FORM

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

Throughout this policy, the words "you", "your" or "yours" refer to the Named Insured shown in the Declarations. The words "we", "our" or "ours" and "us" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have a special meaning. Refer to Section F. - DEFINITIONS.

### A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

#### 1. COVERED PROPERTY, as used in this Coverage Form, means:

- a. Portable tools and equipment, tool boxes and similar items as scheduled on the Tool Coverage Declarations which is:
  - (1) Your own; or
  - (2) Is in your care, custody or control.

#### 2. PROPERTY NOT COVERED

**Covered Property does not include:**

- a. Property you have loaned, rented or leased to others;
- b. Automobiles, or other vehicles designed for highway use, unless unlicensed and not operated on public roads;
- c. Watercraft or aircraft;
- d. Property while airborne or waterborne, except while in transit;
- e. Property while in cofferdams or while below the surface of the ground;
- f. Property which has become a permanent part of any structure.

#### 3. COVERED CAUSES OF LOSS

##### a. SPECIAL FORM

If the term "SPECIAL FORM  " appears in the Tool Coverage Declarations page, Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

### b. SPECIFIED PERILS

If the term "SPECIFIED PERILS  " appears in the Tool Coverage Declarations page, Covered Causes of "Loss" means risks of DIRECT PHYSICAL "LOSS" to Covered Property caused by:

- (1) Fire, lightning;
- (2) Windstorm and hail;
- (3) Explosion, except explosion originating within steam boilers or internal explosion;
- (4) "Flood";
- (5) Earthquake;
- (6) Collapse of bridges;
- (7) The stranding, sinking, burning or collision of a regular ferry or lighter operating on lakes, rivers, or inland waterways if the covered property is in or on a transporting vehicle;
- (8) Collision, derailment or overturning of vehicle while the covered property is being transported thereon;
- (9) Landslide, upset or overturning, collision of any covered item with another item or object;
- (10) Strikes, riots, civil commotion; malicious mischief and vandalism;
- (11) "Theft".

#### 4. ADDITIONAL COVERAGE

##### a. Collapse

We will pay for direct "loss" caused by or resulting from risks of direct physical "loss" involving collapse of all or part of a building or structure caused by one or more of the following:

- (1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet; water damage; all only as covered in this Coverage Form;
- (2) Hidden decay;
- (3) Hidden insect or vermin damage;
- (4) Weight of people or personal property;
- (5) Weight of rain that collects on a roof;
- (6) Use of defective materials or methods in construction, remodeling, or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limit of Insurance provided in this Coverage Form.

## B. EXCLUSIONS

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

### a. GOVERNMENT ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

### b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

### c. WAR AND MILITARY ACTION

War including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market, or any other indirect loss;

- b. Dishonest or criminal acts:

By you, or any of your employees;

By anyone authorized to act for you;

By anyone to whom the property is entrusted;

All whether alone or in collusion with others and whether during hours of employment or not;

But this exclusion does not apply to a carrier for hire.

- c. Artificially generated current creating a short circuit or other electrical disturbance within an article covered under this Coverage Form;

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

- d. Unexplained disappearance;

- e. Pollution:

- (1) We will not pay for loss or 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, dis-

posal, 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.
- (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, chemi-

cals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

3. We will not pay for a "loss" caused by or resulting from any of the following. But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss".
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the "loss";
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying or siting; or
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction; or
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance;of part or all of any property wherever located.
  - d. Collapse except as provided in the Additional Coverage - Collapse section of this coverage;
  - e. Wear and tear, gradual deterioration, any quality in property that causes it to damage or destroy itself, hidden or latent defect, depreciation; mechanical breakdown; insect, vermin, or rodents; dryness or dampness of atmosphere, extremes of temperature, corrosion, rust, mold, rot, cold, or heat.

#### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the Limit of Insurance specified in the Tool Coverage Declarations.

#### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limit of Insurance exceeds the deductible amount shown in the Tool Coverage Declarations. We will then pay the amount of the adjusted "loss" in excess of the deductible, up to the applicable Limit of Insurance.

## E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine and Common Policy Conditions:

### 1. WHERE PROPERTY IS COVERED

The property is covered wherever located within:

- a. The United States of America; and
- b. Canada.

### 2. ADDITIONAL ACQUIRED PROPERTY

a. You agree:

- (1) To report, in writing, each item of additional property of the kind covered by this policy, acquired by purchase after the effective date of this policy, within thirty (30) days from the date acquired; and

- (2) To pay full premium for this property from the date acquired;

b. We agree:

To cover the additionally acquired property until this property is scheduled on this policy, for not more than 25% of the total Limit of Insurance shown in the Declarations for that type of property or \$25,000, whichever is least, for the thirty (30) day period;

- c. We will cease to cover such property if it is not reported to us, in writing, within the thirty (30) day period; We will not cover this property after this coverage expires or is terminated.

## 3. COINSURANCE

All covered Property must be insured for 100% of its total value as of the time of "loss" or you will incur a penalty.

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance shown in the Declarations for all Covered Property at all locations bears to 100% of the total value of all property at all locations as of the time of "loss".

## 4. NOTICE TO POLICE

You agree that you will report promptly to the Police Department all thefts or acts of vandals.

## F. DEFINITIONS

"LOSS" means accidental loss or damage.

"Theft" means any act of stealing. Theft does not mean mysterious or unexplained disappearance of property.

"Flood" means a temporary condition of partial or complete inundation of normally dry land areas as a result of:

- a. The overflow of inland or tidal waters; or
- b. The unusual and rapid accumulation or run off of surface waters;

"Flood" does not mean:

- a. Water below the surface of the ground; or
- b. Release of water impounded by a dam.



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**COMMERCIAL INLAND MARINE**  
**RENEWAL DECLARATIONS**  
**VALUABLE PAPERS AND RECORDS COVERAGE**

11

**COMPANY PROVIDING COVERAGE**

**WESTFIELD INSURANCE COMPANY**

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY**

34-00918

**PROD.**

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BOAK & SONS INC;  
75 VICTORIA RD  
YOUNGSTOWN OH 44515

L. CALVIN JONES & COMPANY  
PO BOX 159  
CANFIELD OH 44406-0159  
TELEPHONE 330-533-1195

**Policy Number:** TRA 1 587 667

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**WIC Account Number:** 3409097467

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**Policy Period**

**From To**

03/18/10  
03/18/11

at 12:01 A.M. Standard Time at your mailing address shown above.

**COVERED PROPERTY AND LIMITS OF INSURANCE**

Specifically Described Property  
**Loc Bldg Item Description**

**Limit of Insurance**

\*Refer to Commercial Property Expanded and/or Signature Series Schedule(s) for Coverages and Limits of Insurance.\*

All Other Covered Property  
**Loc Bldg Item**

**Limit of Insurance**

Property Away From Your Premises  
**Item**

**Limit of Insurance**

**Loc Bldg Item Class Label**

**DESCRIPTION OF RECEPTACLES**  
**Issuer Manufacturer**

**Total Advance Annual Valuable Papers and Records Premium**

**Included**

**Forms and Endorsements applicable to this coverage:**  
CM7000 0292\*, CM0067 0904\*.