

INFORMATION NOTICE

Have a complaint or need help?

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

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

Clear Blue Insurance Company

B-7 Tabonuco Street, Suite 912
Guaynabo, PR 00968

Compliance@cbinsgroup.com

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

Contact:	Customer Service Department at Frank Winston Crum
Phone:	(727) 412-7728
Toll-free:	1 (866) 218-4219 Ext. 1152
Mail:	Frank Winston Crum 100 South Missouri Avenue Clearwater, FL 33756
E-mail:	FWCICS@fwcrum.com
Online:	www.fwcruminsurance.com

The Texas Department of Insurance

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

Call with a question:	1 (800) 252-3439
File a complaint:	www.tdi.texas.gov
Email:	ConsumerProtection@tdi.texas.gov
Mail:	Consumer Protection MC: CO-CP Texas Department of Insurance P.O. Box 12030 Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

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

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

Clear Blue Insurance Company

B-7 Tabonuco Street, Suite 912
Guaynabo, PR 00968

Compliance@cbinsgroup.com

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

Llame a:	Customer Service Department a Frank Winston Crum
Teléfono:	(727) 412-7728
Teléfono gratuito:	1 (866) 218-4219 Ext. 1152
Dirección postal:	Frank Winston Crum 100 South Missouri Avenue Clearwater, FL 33756
Correo electrónico:	FWCICS@fwcrum.com
En línea:	www.fwcruminsurance.com

El Departamento de Seguros de Texas

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

Llame con sus preguntas al:	1 (800) 252-3439
Presente una queja en:	www.tdi.texas.gov
Correo electrónico:	ConsumerProtection@tdi.texas.gov
Dirección postal:	Consumer Protection MC: CO-CP Texas Department of Insurance P.O. Box 12030 Austin, TX 78711-2030

CLEAR BLUE INSURANCE COMPANY

100 South Missouri Avenue
Clearwater, FL 33756

COMMON POLICY DECLARATIONS

POLICY NUMBER: BGTx9012797300

PREVIOUS POLICY NUMBER: New

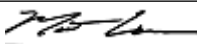
COMPANY NAME 61 Clear Blue Insurance Company 100 South Missouri Avenue Clearwater, FL 33756	PRODUCER NAME FC168301 Sunde N Nyah 2175 Hillsdale Ave. Saint Paul, MN 55119
NAMED INSURED: Valley Horizon General Contractor LLC	
MAILING ADDRESS: 1660 S University Dr Suite 1109 Fort Worth, TX 76107	
POLICY PERIOD: FROM <u>07/31/2026</u> TO <u>07/31/2027</u> AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.	

BUSINESS DESCRIPTION	See listed classifications(s) selected by Policyholder.
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IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COMMERCIAL GENERAL LIABILITY COVERAGE PART	PREMIUM \$631.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	INCLUDED
TOTAL:	\$631.00
TOTAL TAXES, SURCHARGES AND FEES (SEE SCHEDULE):	\$90.00
TOTAL PAYABLE:	\$721.00

POLICY NUMBER: BGTX9012797300

FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):	
See Schedule of Forms and Endorsements.	
Countersigned	By: 
(Date)	(Authorized Representative)

COMMERCIAL GENERAL LIABILITY DECLARATIONS

COMPANY NAME Clear Blue Insurance Company	PRODUCER NAME Sunde N Nyah 2175 Hillisdale Ave. Saint Paul, MN 55119
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NAMED INSURED: Valley Horizon General Contractor LLC
MAILING ADDRESS: 1660 S University Dr, Suite 1109, Fort Worth, TX 76107
POLICY PERIOD: FROM 07/31/2026 TO 07/31/2027 AT 12:01 A.M. STANDARD
TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE			
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>		
DAMAGE TO PREMISES			
RENTED TO YOU LIMIT	<u>\$300,000</u>	Any one premises	
MEDICAL EXPENSE LIMIT	<u>\$10,000</u>	Any one person	
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u>	Any one person or organization	
GENERAL AGGREGATE LIMIT			<u>\$2,000,000</u>
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT			<u>\$2,000,000</u>

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW. RETROACTIVE DATE: _____ (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST ☒ LIMITED LIABILITY COMPANY ☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) BUSINESS DESCRIPTION: <u>See listed classification(s) selected by Policyholder.</u>

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
001-001	1660 S University Dr Suite 1109 Tarrant Fort Worth, TX 76107

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
001-001	HANDYPERSON - Includes a variety of minor non-licensed, non-structural activities. Coverage for this classification is defined in and limited by form FCG 1022 - Redefinition of Handyperson. Excludes any work for which a contractors or professional license is required (including but not limited to roofing, plumbing, HVAC). Excludes water extraction activities, removal or cleaning of property or materials damaged by smoke or fire, and mold remediation work. Excludes any work related to installation, service, or repair of equipment or appliances, connections, or lines using or involving LPG and/or natural gas. Excludes exterior work over three (3) stories in height. Excludes pressure washing operations. TERRITORY: 1	95625	\$20,000 Payroll	35.98	Incl.	\$540	Incl.

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Terrorism - Certified Acts					Incl.	Incl.
	Punchlist Pro Contractor Endorsement					Incl.	Incl.
	Additional Insured - Primary Noncontributory & Waiver of Subrogation (Omnibus)					\$91	
	Amount to Meet the Minimum Premium					\$0	

STATE TAX OR OTHER (if applicable) Refer to Common Dec

PREMIUM SHOWN IS PAYABLE:

TOTAL PREMIUM (SUBJECT TO AUDIT) \$ 631

AT INCEPTION \$ _____

AT EACH ANNIVERSARY \$ _____

(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)

THE PREMIUM SHOWN IS THE MINIMUM PREMIUM FOR THE POLICY PERIOD.

AUDIT PERIOD (IF APPLICABLE)	☒ ANNUALLY	☐ SEMI-ANNUALLY	☐ QUARTERLY	☐ MONTHLY
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ENDORSEMENTS

ENDORSEMENTS ATTACHED TO THIS POLICY:

See Schedule of Forms and Endorsements

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By: 
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: BGTX9012797300	EFFECTIVE DATE: 07/31/2026
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NUMBER

TITLE

COMMON

IL DS 00 (09-08)	Common Policy Declarations
IL 00 17 (11-98)	Common Policy Conditions
IL 00 21 (07-02)	Nuclear Energy Liability Exclusion Endorsement
IL 01 68 (05-02)	Texas Changes - Duties
FCG 1017 (03-18)	Texas Changes - Cancellation and Nonrenewal

GENERAL LIABILITY

FCG 901TX (12-23)	Information Notice
FCG 1029 (09-21)	Commercial General Liability Declarations
CGS 02 (01-22)	Schedule of Forms and Endorsements
CGS 01 (01-22)	Schedule of Taxes, Surcharges, and Fees
CG 00 01 (12-04)	Commercial General Liability Coverage Form
CG 00 67 (03-05)	Exclusion - Violation of Statutes That Govern E-mails, Fax, Phone Calls or Other Methods of Sending Material or Information
CG 01 03 (06-06)	Texas Changes
CG 00 69 (12-23)	Exclusion - Violation of Law Addressing Data Privacy
CG 20 10 (07-04)	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization
CG 20 11 (01-96)	Additional Insured - Managers or Lessors of Premises
CG 20 28 (07-04)	Additional Insured - Lessor of Leased Equipment
CG 20 37 (07-04)	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization - completed operations
CG 21 06 (12-23)	Exclusion - Access or Disclosure of Confidential or Personal Material or Information
CG 21 09 (06-15)	Exclusion - Unmanned Aircraft
CG 21 36 (03-05)	Exclusion - New Entities
CG 21 47 (07-98)	Employment-Related Practices Exclusion
CG 21 49 (09-99)	Total Pollution Exclusion Endorsement
CG 21 54 (12-19)	Exclusion - Designated Operations Covered by a Controlled (Wrap-Up) Insurance Program
CG 21 70 (11-02)	Cap on Losses From Certified Acts of Terrorism
CG 21 86 (12-04)	Exclusion - Exterior Insulation and Finish Systems
CG 22 79 (07-98)	Exclusion - Contractors - Professional Liability
CG 24 04 (10-93)	Waiver of Transfer of Rights of Recovery Against Other to Us
CG 40 32 (05-23)	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
CG 40 35 (12-23)	Exclusion - Cyber Incident
FCGTX 02 (01-13)	Pending & Prior Litigation Exclusion
FCG 05 (06-25)	Cross Suits Endorsement
FCGTX 06 (01-13)	Punitive Damages Exclusion Endorsement
FCG 30 (01-22)	Contractors Special Conditions
FCGTX 83 (01-13)	Subsidence Exclusion
FCGTX 84 (01-13)	Limitation of Coverage - Property Damage Liability
FCGTX 152 (01-13)	Amendment to Other Insurance Condition
FCGTX 952 (01-13)	Assault & Battery Exclusion
FCGTX 956 (01-13)	Exclusion - Communicable Disease
FCGTX 962 (01-13)	Endorsement for Continuing or Progressively Deteriorating Damages
FCGTX 964 (01-13)	Pre-Existing Damages Exclusion
FCG 967 (05-21)	Fungus Exclusion
FCG 970 (06-25)	Classification Limitation Endorsement

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: BGTX9012797300	EFFECTIVE DATE: 07/31/2026
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NUMBER

TITLE

GENERAL LIABILITY

FCG 973 (06-19)	Underground Facility Location Condition
FCG 975 (02-19)	Exclusion of Injury to Employees, Contractors and Employees of Contractors
FCGTX 978 (01-13)	Exclusion - Asbestos and Silica Dust
FCGTX 981 (05-15)	Exclusion - Dogs and Other Animals
FCGTX 982 (01-13)	Exclusion - Breach of Contract
FCGTX 983 (01-13)	Amendment of Coverage B. Personal and Advertising Injury Liability
FCG 984 (12-12)	Amendment of Premium Audit Conditions
FCG 988 (06-25)	Excluded Operations
FCGTX 995 (01-13)	Absolute Lead Exclusion
FCG 996 (09-21)	Recreational or Service Vehicle Exclusion
FCGTX 997 (01-13)	Electronic Media Exclusion Endorsement
FCGTX 998 (05-13)	Felony Exclusion
FCG 999 (12-12)	Imported Drywall Contaminants Exclusion
FCG 1001 (05-18)	Additional Insured - Owners, Lessees or Contractors Automatic when Required in Construction Agreement with you Automatic Waiver of Subrogation Provision
FCG 1006 (06-25)	Roofing Limitation
FCGTX 1008 (08-13)	Absolute Exclusion for Fraud, Misrepresentation, Deceit or Suppression or Concealment of Fact
FCG 1009 (11-21)	Exclusion - Open Flame Usage
FCGTX 1012 (12-14)	Family Member Exclusion
FCG 1014 (06-19)	Punchlist Pro Contractor Endorsement
FCG 1021 (02-19)	Deductible Liability Insurance
FCG 1022 (01-22)	Redefinition of Handyperson Classification
FCG 1028 (09-21)	Exclusion - Existence or Maintenance of Streets, Roads, Highways or Bridges
FCG 1030 (11-23)	Stucco Exclusion
FCG 1034 (06-25)	New Residential Construction Exclusion
FWCID (01-13)	IMPORTANT DISCLOSURE NOTICE
TX NLC (11-09)	Loss Control Services for Texas General Liability Exposure

SCHEDULE OF TAXES, SURCHARGES AND FEES

POLICY NUMBER: BGTx9012797300	EFFECTIVE DATE: 07/31/2026
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MGA Policy Fee	\$90.00
Total	\$90.00

No tax, surcharge, fee, or assessment will be listed herein unless it has been previously approved by the Texas Department of Insurance.

COMMON POLICY CONDITIONS

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

A. Cancellation

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

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

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

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

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

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

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

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

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

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

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

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

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

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

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

"Nuclear facility" means:

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

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

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

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

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

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

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

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

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

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

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

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

c. Liquor Liability

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

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies:

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

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

f. Pollution

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

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

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

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

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

- (1)** A watercraft while ashore on premises you own or rent;
- (2)** A watercraft you do not own that is:
 - (a)** Less than 26 feet long; and
 - (b)** Not being used to carry persons or property for a charge;
- (3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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.

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

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

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

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

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

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

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

d. Criminal Acts

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

e. Contractual Liability

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

f. Breach Of Contract

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

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

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

h. Wrong Description Of Prices

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

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

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

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

j. Insureds In Media And Internet Type Businesses

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

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

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

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-Related

Any loss, cost or expense arising out of any:

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

o. War

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

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

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

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

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers Compensation And Similar Laws

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

e. Athletics Activities

To a person injured while 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 costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";

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

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

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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

SECTION II – WHO IS AN INSURED

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

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III – LIMITS OF INSURANCE
1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

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

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

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

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

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

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

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

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

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

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

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

c. Method Of Sharing

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

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

5. Premium Audit

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

6. Representations

By accepting this policy, you agree:

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

7. Separation Of Insureds

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

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

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

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

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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 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 a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (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 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:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

- b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - A sidetrack agreement;
 - Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - An elevator maintenance agreement;
 - That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - While it is in or on an aircraft, watercraft or "auto"; or
 - While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - Vehicles that travel on crawler treads;
 - Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - Power cranes, shovels, loaders, diggers or drills; or
 - Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - Cherry pickers and similar devices used to raise or lower workers;
 - Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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.

EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

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

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

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

2. Exclusions

This insurance does not apply to:

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES

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

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

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

This insurance does not apply to:

Violation Of Law Addressing Data Privacy

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

- a. Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial, health, biometric or other nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

- (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

- b. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons and organizations qualified under the terms of FCG 1001	All per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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 a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. **Designation of Premises (Part Leased to You):** All premises leased to the Named Insured during the policy period.
2. **Name of Person or Organization (Additional Insured):** All persons or organizations who lease premises to the Named Insured during the policy period of this policy.
3. **Additional Premium:** \$0

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

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

This insurance does not apply to:

1. Any "occurrence" which takes place after 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 or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons and organizations qualified under the terms of FCG 1001	All per written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

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

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

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

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

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Material Or Information

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

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

This exclusion applies even if damages are claimed for notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** 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 that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

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

This Paragraph **g.(2)** 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 (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 26 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** 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;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

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

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". 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 offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

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

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

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

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of **Section II – Who Is An Insured** does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONTROLLED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location(s) Of Operation(s): All operations at all locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 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" or "property damage":

1. Arising out of your ongoing operations; or
2. Included in the "products-completed operations hazard":

at the location(s) described in the Schedule of this endorsement, but only if you are enrolled in a "controlled (wrap-up) insurance program" with respect to the "bodily injury" or "property damage" described in Paragraphs **A.1.** and **A.2.** above at such location(s).

This exclusion applies whether or not the "controlled (wrap-up) insurance program":

- a.** Provides coverage identical to that provided by this Coverage Part;

- b.** Has limits adequate to cover all claims; or
- c.** Remains in effect.

- B.** The following definition is added to the **Definitions** section:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

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

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; 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 acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

All persons or organizations named as Additional Insured under this policy.

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

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE 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:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a.** "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- 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, "perfluoroalkyl or polyfluoroalkyl substances", 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:

**Perfluoroalkyl And Polyfluoroalkyl
Substances**

- a.** "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- 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, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph **C.1**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Cyber Incident

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

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

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

2. Exclusions

This insurance does not apply to:

Cyber Incident

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

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

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

"Cyber incident" means any:

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

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PENDING & PRIOR LITIGATION EXCLUSION

In consideration of the premium charged, it is agreed that this policy excludes all "Claims" arising from all pending or prior litigation as well as all future "Claims" arising out of said pending or prior litigation(s).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CROSS SUITS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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** are amended to include the following exclusion:

This insurance does not apply to any lawsuit brought by any insured and/or any additional insured against any insured and/or any additional insured, including but not limited to any Crossclaim, Third-Party Complaint, Counterclaim, or any other lawsuit.

In the event an insured and/or additional insured brings a lawsuit against any other insured and/or additional insured, we will have no duty to provide insurance coverage or a legal defense to the insured and/or additional insured.

Clear Blue Insurance Company

Commercial General Liability

ATTACHED TO AND FORMING A PART OF POLICY NUMBER:	ENDORSEMENT, EFFECTIVE (STANDARD TIME)				INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01		
BGTX9012797300	07	31	2026	12:01	See Schedule	FC168301

THIS ENDORSEMENT CHANGES THE POLICY. READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION ENDORSEMENT

This endorsement changes the policy under the COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Coverage is changed by adding the following exclusion under "B" EXCLUSIONS:

This insurance does not apply to:

Any amounts or damages awarded against an INSURED as punitive or exemplary damages

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS SPECIAL CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

In consideration of the payment of premium, **CG 00 01 12 04** is amended as follows:

The following conditions are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION:**

10. CONTRACTORS SPECIAL CONDITIONS - SUBCONTRACTORS

This policy provides coverage for any claim for "bodily injury" or "property damage" arising out of, in whole or in part, any work performed by subcontractors only for subcontractors complying with the following conditions:

- a. One or more of classifications 91581, 91583, 91584, and 91585 are specifically listed and included in the Schedule of Classifications and Premium attached to the Declarations of this policy; and
- b. As a condition precedent to coverage under classification 91581, 91583, 91584, or 91585, you are in strict compliance with each of the following requirements:
 1. Any subcontractors performing work for you or on your behalf must maintain during the term of all work performed on your behalf valid and collectible general liability insurance with equal or greater limits as the general liability coverage as provided by this policy.
 2. Such general liability coverage maintained by subcontractors you use must specifically name you as an Additional Insured.
 3. You must obtain and retain for at least five years certificates of insurance from all subcontractors used by you, providing evidence of such general liability coverage maintained by them.

As an exception to this condition, this policy provides coverage for indemnity or defense for any claim or "occurrence" arising wholly or in part, out of, or in connection with your use of any subcontractor not in complete compliance with the requirements listed in this condition only under classifications other than 91581, 91583, 91584, and 91585 which are specifically listed and included in the Schedule of Classifications and Premium attached to the Declarations of this policy. In any such case, the cost of subcontracted work shall be rated as payroll.

11. DEFENSE

Once we have paid or tendered the applicable policy limit(s) for any claim(s) or "occurrence" hereunder, our duty to defend you will terminate and we will have no further duty to investigate, defend, or settle any such claim or "occurrence" on your behalf. Thus, after the applicable liability limits of this policy have been exhausted by payment, we will not be obligated to defend any "suit" or pay any claim or judgment.

12. EXAMINATION UNDER OATH

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 2. Duties In The Event Of "Occurrence", Offense, Claim or "Suit"**

e. Examination Under Oath

- (1) We may examine any "Insured" or Additional Insured under oath while not in the presence of any other "insured" or Additional Insured, or its designated representative(s) with knowledge about any matter relating to this insurance or a claim, including an Insured's or an Additional Insured's books and records. In the event such examination is transcribed, the testimony must be signed.
- (2) Such examination(s) shall take place in the county of the Insured(s) address listed on the Declarations absent mutual agreement as to some other location and at such times as may be reasonably required.
- (3) "Insured" has the option of having their counsel attend an Examination under Oath.

SECTION 1- COVERAGES, COVERAGE A "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY

2. Exclusions I. Damage To "Your Work" is amended to read as follows:

I. 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".

Although this insurance does not apply to damage to "your work", it does apply to "property damage" caused by work or operations performed by you or on your behalf that is not otherwise excluded under the policy.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUBSIDENCE EXCLUSION

This policy does not apply to any claim of liability for "Bodily Injury" or "Property Damage" caused by, resulting from, attributable or contributed to, aggravated by the subsidence of land as a result of landslide, mudflow, earth sinking, or shifting, resulting from operations of the named insured or any subcontractor of the named insured.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

LIMITATION OF COVERAGE - PROPERTY DAMAGE LIABILITY

This endorsement modifies the insurance provided under:

COMMERCIAL GENERAL INSURANCE LIABILITY COVERAGE PART

This policy does not provide coverage for "Property Damage" arising out of or attributed to any oral or written opinion or statement, expressed or implied, furnished by you or on your behalf.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION is deleted in its entirety and is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary except when b. below applies .

b. Excess Insurance

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

- (1) That is Fire, Extended Coverage, Builders 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;
- (3) If the loss arises out of maintenance or use of aircraft, "auto" or watercraft to the extent not subject to Exclusion g. of Coverage A (Section I); or

- (4) That is valid and collectible insurance available to you under any other policy.

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 the amount of the loss, if any, that exceeds the sum of:

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

If a loss occurs involving two or more policies, each of which states that its insurance will be excess then our Policy will contribute on a pro rata basis.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CARE

ASSAULT & BATTERY EXCLUSION

This insurance does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" or for any damages for which the insured may become legally obligated in any manner that is either directly or indirectly based upon, that arises out of, or in any way is related to an actual or an alleged civil or criminal assault or battery, whether it is provoked or unprovoked, or committed by any person (including but not limited to, the insured and the insured's employees, agents, customers and patrons) against any other person whatsoever.

The company shall not have a duty to defend any suit where an allegation is made based upon, arising out of, or in any way related to an "assault or battery." The company shall not have a duty to defend such a suit, regardless of whether claims are made in the suit to which any coverages may apply, in addition to claims that are specifically excluded by this paragraph. As used above, the term "assault or battery" shall include, but is not limited to, allegations against the insured for the actual or the alleged:

1. Negligent hiring, supervision, retention or training of any person, including, but not limited to, any accident arising out of the failure or alleged failure by the insured, the insured's executive officers, employees, leased workers or temporary workers, or by any other person to properly hire, train, supervise, retain or control any of the insured's executive officers, employees, leased workers or temporary workers, patrons, customers or any other person;
2. Failure to suppress or failure to prevent any assault or battery of any person:
 - a. On the premises that is owned or rented by the insured;
 - b. On ways next to the premises that are owned or rented by the insured; or
 - c. Any of the off-premises activities of the insured;
3. Failure to provide an environment that is safe from any such act or acts, or failure to adequately warn against the dangers of an environment which could contribute to the commission of such act or acts;
4. Use of any force (whether reasonable or unreasonable) to protect persons or property;
5. Failure to provide any alarm system, locks, lighting, fencing, guards, police protection, private security personnel or any other form of equipment, monitoring system or personnel for the purpose of protecting any person or property from any assault, battery, physical or mental threat of harm, or actual or alleged criminal act of any kind, whatsoever or any failure to provide adequate security, regardless of how styled; or
6. Negligence that may cause harm or any bodily injury, personal injury, or damages that is in any way related to any occurrence that involves an assault or battery.

This exclusion does not apply to any Insured who is not alleged to have committed or directed the commission of the assault and/or battery.

Nothing that is contained herein shall be held to extend or to broaden any of the terms, conditions or limitations of the policy that this endorsement is attached.

Clear Blue Insurance Company

Commercial General Liability

EXCLUSION - COMMUNICABLE DISEASE

In consideration of the premium charges, it is understood and agreed that no coverage exists, and no duty to defend exists, for claims or suits brought against any INSURED for damages arising out of a Communicable Disease, including, but not limited to, Acquired Immune Deficiency Syndrome (AIDS).

It is further agreed this exclusion applies even if such damages arise or are alleged to arise as a result of the INSURED'S negligent hiring, placement, training, supervision, act, error or omission.

It is still further agreed that Communicable Disease means an infectious disease transmissible from person to person by direct contact with an affected person or that person's discharges or body fluids.

Clear Blue Insurance Company

Commercial General Liability

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

ENDORSEMENT FOR CONTINUING OR PROGRESSIVELY DETERIORATING DAMAGES

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS COVERAGE PART

Modification of Definition of Occurrence

The definition of Occurrence is deleted in its entirety and replaced by the following:

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

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one occurrence, and shall be deemed to occur only when such damage first commences and is known to the insured.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRE-EXISTING DAMAGES EXCLUSION

This insurance does not apply to "bodily injury", "property damage" or "personal or advertising injury" which began prior to the inception date of this policy, and which is alleged to continue into the policy.

The exclusion applies whether or not:

1. the damage or its cause was known to any insured before the inception date of this policy;
2. repeated or continued exposure to conditions causing such "bodily injury", "property damage" or "personal and advertisement injury" occurred during the policy period or caused additional or progressive "bodily injury", "property damage" or "personal and advertisement injury" during the policy period; or
3. the insured's legal obligation to pay damages was established as of the inception date of this policy.

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

FUNGUS EXCLUSION

This insurance does not apply to:

1. "Bodily Injury", "Property Damage", "Personal Injury", or "Advertising Injury" arising directly or indirectly out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release, growth, infestation, spread or escape of fungus including, but not limited to mold, mushrooms, mildew, rust, yeast or smut or their spores, scent or by products, or any materials goods or products containing, harboring or nurturing any such fungus including, but not limited to mold, mushrooms, mildew, rust, yeast or smut or their spores, scent or by products. This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost, expense arising directly or indirectly out of any, some, or all of the following, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
 - 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 fungus including, but not limited to, mold, mushrooms, mildew, rust, yeast or smut or their spores, scent or byproducts; or
 - b. Claim or "suit" by or on behalf of either a private person, private entity or governmental authority for damages because of testing for, monitoring, clean up, removal, containment, treatment, detoxification or neutralization, or in any way responding to, or assessing the effects of fungus including, but not limited to, mold, mushrooms, mildew, rust, yeast or smut or their spores, scent or byproducts.
3. Rot, decay, corrosion, or other gradual deterioration, delamination, or adhesive failure, weakening, or deformation of wood products or other material caused by continuous, prolonged, or repeated contact with water or moisture even if the water or moisture also contains substances or chemical elements other than water. This exclusion applies regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such damage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLASSIFICATION LIMITATION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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** are amended to include the following exclusion:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations not described in the Classification(s) of operations shown in the Policy Declarations or the Policy Coverage Schedule.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNDERGROUND FACILITY LOCATION CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Underground Facility Location

It is a condition precedent to coverage that before commencing any digging, excavation, boring or similar underground work, notice of the scheduled commencement of said work shall be provided to all owners of "underground facilities" through a locator service. If this is not done, there is no coverage under the policy for any loss, costs or expenses, including attorneys' fees, arising out of such operations, and we shall have no duty to defend or indemnify with respect thereto.

If the locator service does not provide "underground facilities" information or "markings" for privately owned or other sewer or water lines, the Insured shall contact the owners of all such "underground facilities" and obtain "underground facilities" information and "markings" before commencing any digging, excavation, boring or similar underground work.

Upon receipt of the notice provided for in this section, the locator service or the owner of the "underground facility" shall provide "reasonably accurate" information as to the "underground facilities" by surface-"marking" the location of the "underground facilities". Work shall not begin until all "underground facilities" have been marked. The Insured must obtain and retain proof of the completion of the "marking" by the locator service or the owners in writing. All work must be performed and completed within the validity period of the "marking(s)". If any "underground facilities" which are not identified are discovered; work shall cease in the vicinity of the "underground facility" and the owner or operator of such "underground facilities" or the locator service shall be notified immediately.

This policy does not provide coverage for any loss, costs, or expenses, including any attorneys' fees, arising out of any digging, excavation, boring or similar underground work that is performed within the "reasonably accurate" "markings" used by the locator service to identify the "underground facilities." Thus, we will have no duty to defend or indemnify any claim arising out of such work.

"Marking" or "Markings" means the use of stakes, paint, or other clearly identifiable materials to show the field location of underground facilities, in accordance with the current color code standard of the American Public Works Association. "Marking" or "Markings" shall include identification letters indicating the specific type of the "underground facility".

"Underground facility" or "underground Facilities" shall include but not be limited to any item buried, placed below ground, or submerged for use in connection with the storage or conveyance of water, sewage, electronic, telephonic or telegraphic communications, cablevision, electric energy, petroleum products, including liquefied petroleum gas lines, gas, natural gas, gaseous vapors, hazardous liquids, or other substances and including but not limited to pipelines, pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments, and those parts of poles or anchors below ground.

Clear Blue Insurance Company

"Reasonably accurate" means within 24 inches of the outside dimension of both sides of an "underground facility."

Clear Blue Insurance Company

Commercial General Liability

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

EXCLUSION OF INJURY TO EMPLOYEES, CONTRACTORS AND EMPLOYEES OF CONTRACTORS

This insurance does not apply to:

- i. Bodily injury to any type of employee or worker of any insured, to any contractor hired or retained by or for any insured or to any type of worker or employee of such contractor, if such claim for bodily injury arises out of and in the course of his employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity;
- ii. Any obligation of any insurance to indemnify or contribute with another because of damages arising out of the bodily injury; or
- iii. Bodily injury sustained by the spouse, child, parent, brother or sister of any employee of any insured, or of a contractor, or of an employee of a contractor of any insured as a consequence of bodily injury to such employee, contractor or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

This exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of services.

This exclusion replaces the exclusion relating to bodily injury to employees and relatives of employees contained in the Exclusions Section of the policy to which this endorsement is attached.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS AND SILICA DUST

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to COVERAGES A and B (Section I):

This insurance does not apply to:

1. "Bodily Injury" or "Personal Injury" caused by asbestosis, silicosis, mesothelioma, emphysema, pneumoconiosis, pulmonary fibrosis, pleuritis, endothelioma or any lung disease or any ailment caused by, or aggravated by exposure, inhalation, consumption or absorption of asbestos fibers or dust or silica dust; or
2. Any "Property Damage" due to or arising out of the actual or alleged presence of asbestos or silica dust in any form, including the costs of remedial investigations or feasibility studies, or to the costs of testing, monitoring, cleaning or removal of any property or substance; or
3. "Bodily Injury", "Property Damage", "Advertising Injury" or any other action based upon the Insured(s) supervision, removal instructions, recommendations, warranties (expressed or implied), warnings or advice given or withheld regarding asbestos fibers or dust or silica dust.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION- - DOGS AND OTHER ANIMALS

No coverage is provided by this policy for any claim wholly or in part caused or alleged to be caused directly or indirectly by any dog or any other animal.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - BREACH OF CONTRACT

The following **Exclusion** is added to the policy:

This insurance does not apply and no duty to defend is provided by us for "bodily injury", "property damage", "personal injury" and "advertising injury" for claims, "suits", accusations, charges or any loss, costs or expense, whether express or oral, for breach of contract to any additional insured under this policy.

Clear Blue Insurance Company

Commercial General Liability

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

AMENDMENT OF COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

The following **Exclusions** are added to **Coverage B. 2.** :

2. p. Arising out of or in any way relating to:

1. Infringement, misappropriation or violation of any of the following rights or laws:
 - (a.) Copyright;
 - (b.) Patent;
 - (c.) Trade dress;
 - (d.) Trade secret
 - (e.) Trademark, service mark, certification mark, collective mark or trade name, service name, including trademarked or service marked titles or slogans;
2. Misappropriation of ideas under implied contract; or
3. Any other misappropriation of intellectual property rights, ideas or information.
4. An offense committed by an insured whose business is:
 - (a.) Advertising, broadcasting, publishing or telecasting;
 - (b.) Designing or determining content of websites for others;
 - (c.) An Internet search, access, content or service provided.

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.

5. An electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.
6. 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.

2. q. 1. Infringement, misappropriation or violation of any of the following rights or laws:

- (a) Copyright;
- (b) Patent;
- (c) Trade dress;
- (d) Trade secret;
- (e) Trademark, service mark, certification mark, collective mark or trade name, service name including trade marketed or service marked titles or slogans;
2. Misappropriation of ideas under implied contract; or
3. Any other misappropriation of intellectual property rights, ideas or information.
4. An offense committed by an insured whose business is:
 - (a) Designing or determining content of web-sites for others; or
 - (b) An Internet search, access, content or service provider.
5. An electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.
6. 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.

Clear Blue Insurance Company

Commercial General Liability

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

AMENDMENT OF PREMIUM AUDIT CONDITIONS

SECTION IV - Commercial General Liability Conditions is changed as follows:

Part 5. Premium Audit is changed as follows:

- a. Paragraph b. is replaced by the following:

Premium is shown on the Commercial General Liability Coverage Part Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured.

- b. Paragraph d. is added:

The advance premium show on the Commercial General Liability Coverage Part Declarations shall be the premium for the policy period and is nonrefundable.

- c. Paragraph e. is added:

The premium for this Coverage Part for "Contractors-subcontracted work" contemplates that you obtain Certificates of Insurance from all subcontractors you hire showing evidence that Commercial General Liability Insurance is in effect with minimum coverage and limits of liability equal to the coverage and limits carried by you under this policy.

If an audit of your books and records verify that operations were performed by subcontractors you hired without liability insurance as designated above, such uninsured subcontractors will be classified and rated under the specific classification description for each operation. The premium base used for rating these specific classifications will be the total cost of work performed for "you" by uninsured subcontractors less the cost of materials provided by the uninsured subcontractor. Premiums will be computed in accordance with our rates and rules in effect at the time the policy was issued. It is your first insureds responsibility for payment of any additional premiums due.

Providing coverage to you for such uninsured subcontracted work in no way extends defense and/or coverage under this policy to the subcontractor you hired.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUDED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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** are amended to include the following exclusion:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of any of the following:

- a) Work related to the construction, structural repair, foundation, tiedown, or transportation of mobile homes;
- b) Recreational playground construction;
- c) Marine related work;
- d) Sales, installation, service, or repair of alarm systems except as provided by classification 91127 if covered;
- e) Sales, installation, service, or repair of automatic fire extinguishing systems or boilers;
- f) Sales, installation, service, or repair of elevators or escalators;
- g) Sales, installation, service, or repair of wood, coal, or waste oil burning stoves;
- h) Sinkhole-related repair, remediation, or reconstruction work;
- i) Demolition of entire buildings or structures and/or blasting operations;
- j) Oil, gas, or LPG-related work of any kind unless insured is specifically licensed to do LPG and/or natural gas work;
- k) Construction, maintenance, or repair of any bridge, dam, or sewer;
- l) Work related to ownership, operation, maintenance, or repair of any aircraft, watercraft, railroad, all-terrain vehicle, snowmobile, recreational vehicle, automobile, or motor vehicle;
- m) Street, road, highway, or right-of-way operations;
- n) Rental, lease, or repair of equipment to or for others; or
- o) Cell phone, water, gas, oil tank, or tower related work.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART A. SECTION I - COVERAGES. 2. Exclusions is amended to include the following:

Lead Contamination

A. This insurance does not apply to:

1. "Bodily Injury", "Property Damage", "Personal Injury", and "Advertising Injury" arising directly or indirectly out of, resulting from, caused or contributed by or in any way related to lead, exposure to lead, or lead containing material, good, product, soil, liquid or structure.
2. "Bodily Injury", "Property Damage", "Personal Injury", and "Advertising Injury" whether caused directly or indirectly by the actual, alleged, threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape, ingestion, inhalation or presence of lead.
3. "Bodily Injury", "Property Damage", "Personal Injury", and "Advertising Injury" arising directly or indirectly out of, resulting from, caused or contributed by or in any way related to:
 - a. The use of lead in constructing or manufacturing any material, good, product, or structure.
 - b. The removal of lead from any material, good, product, soil, liquid or structure.
 - c. The removal of any material, good, product, or structure containing lead.
 - d. Manufacture, transportation, storage, or disposal of lead for materials, goods, products, soil, liquids or structures containing lead.
 - e. Inhaling, ingesting or physical exposure to lead or materials, goods, products or structures containing lead.
 - f. The alleged or threatened inhalation, ingestion, or physical exposure to lead or materials, goods, products, soil, liquid or structures containing lead.
4. Any sums that any insured or other entity must pay or repay or reimburse because of any:
 - a. Request, demand, order, statutory or regulatory requirement, direction, or determination that any insured or others test, investigate, monitor, clean-up, remove, dispose of, study, contain, treat, modify, alter, improve, repair, encapsulate, control, transport, store, or take any other action regarding lead; or
 - b. Claim or suit for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or other test for, investigate, monitor, clean-up, remove, dispose of, study, contain, treat, modify, alter, improve, repair, encapsulate, control, transport, store, or take any other action regarding lead.

B. Lead means the metal in any form whether or not the lead was at any time:

1. Airborne as a fiber, particle, or dust;
2. Contained in or formed a part of a material, good, product, soil, liquid, structure, or other real or personal property;
3. Carried or transmitted on clothing or other real or personal property or by any other means;
4. Contained in or a part of:
 - a. Any building;
 - b. Any building material;
 - c. Any building product; or any component part of any building, building material, insulation product;
 - d. Any soil; or
 - e. Any liquid
5. Inhaled or ingested; or
6. Transmitted by any other means.

Commercial General Liability

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

RECREATIONAL OR SERVICE VEHICLE EXCLUSION

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with the following activities:

Any ownership, maintenance, or use of any motor vehicle or other motorized land conveyance designed for recreational or service use off public roads or which is not subject to motor vehicle registration.

This exclusion does not apply to the ownership, maintenance, or use of contractors' "mobile equipment".

This exclusion does not apply to the ownership, maintenance, or use of an All Terrain Vehicle which is owned and titled only by a corporation or limited liability company while it is being used exclusively in the conduct of the business operations described in the Classification and Premium schedule of the Commercial General Liability Declarations.

All other provisions of the policy apply.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC MEDIA EXCLUSION ENDORSEMENT

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with the following activities:

Any publication or communication by means of any Internet, cell phone, PDA, or other electronic or online communication medium including any activities involving:

- (a) Sending or receiving text, pictures, video, or sound;
- (b) Image or music downloading;
- (c) File sharing activities;
- (d) Instant messaging, online messaging, or text messaging;
- (e) Internet or online social networking communities; or;
- (f) Infringement on any patent, copyright, or other intellectual property right;
- (g) Electronic, online, or internet posting or transmission of information.

All other provisions of the policy apply.

Clear Blue Insurance Company

General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY .

FELONY EXCLUSION

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with any act that is designated as a felony by the Texas Penal Code.

All other provisions of the policy apply.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FOREIGN DRYWALL CONTAMINANTS EXCLUSION

This insurance policy does not apply to:

1. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by any "foreign drywall contaminants", exposure to any "foreign drywall contaminants", or the use of any "foreign drywall contaminants" This exclusion only applies if the injury and/or damage is caused by, or is a result of, the emission of fumes, odors, vapors, and/or leaching of substances from building materials, drywall or drywall components.
2. "Bodily injury", "property damage", "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by the discharge dispersal, seepage, migration, release escape, inhalation, ingestion, existence, or presence of one or more "foreign drywall contaminants" at any time.
3. Any damages or any loss, cost or expense arising out of any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party, or because of (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for:
 - a. Assessing the presence, absence or amount or effects of "foreign drywall contaminants";
 - b. Identifying sampling or testing for, detecting monitoring, cleaning up, removing containing treating, detoxifying, neutralizing, abating, disposing of or mitigating "foreign drywall contaminants"
4. Any supervision, instructions, recommendation, warnings or advice given or which should have been given in connection with any of the subsections above; or
5. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

"Foreign drywall contaminants" are described as chemicals or compounds that can be in a solid, liquid or gaseous form. They can be contained in or applied to certain drywall (also known as gypsum board, plasterboard, sheetrock and wallboard) or drywall components. They also can be found or created when such drywall or drywall components come into contact with other elements. They allegedly or actually cause damage to property, corrode materials, emit noxious odors, cause health problems and/or otherwise act as a contaminant or irritant. They include but are not limited to the following: butanethial, carbon disulfide, carbonyl sulfide, hydrogen sulfide, mercaptan, methylthio pyridine, sulfuric acid, sulfurous acid, sulfur dioxide and strontium sulfide. This includes drywall manufactured anywhere other than the United States of America (including its territories and possessions), Puerto Rico and Canada.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS AUTOMATIC WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC WAIVER OF SUBROGATION PROVISION

Automatic Additional Insured Status - 20 10 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 10 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Automatic Additional Insured Status - 20 37 Additional Insured Form

It is hereby understood and agreed that "**Section II - Who is an Insured**" is amended to provide automatic coverage as an Additional Insured in conformance with the terms and conditions of the CG 20 37 07 04 endorsement, a copy of which is attached hereto and incorporated by reference. Automatic coverage as Additional Insured provided by this paragraph is only provided if you and the person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured under your policy and only if such contract or agreement is executed by each party prior to the start of your work for such person or organization.

Primary and Noncontributory Provision

Insurance afforded to the Additional insured hereunder will be Primary Insurance and Noncontributory, but only for such claims. "suits" and/or damages which arise out of the work performed by the Named insured.

Automatic Waiver of subrogation Provision

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against those persons or organizations who are added as Additional Insureds under this policy because of payments we make for injury or damage arising out of your ongoing operations or "your work" performed under a written contract with them. This waiver shall not apply to claims, "suits" and/or damages arising in whole or in part out of the acts, omissions, and/or negligence of those added as Additional Insureds by this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ROOFING LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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** are amended to include the following exclusions:

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

1. An “open roof” when any wind, hail, snow, rain, ice, or any combination of these weather conditions occurs. An “open roof” must be covered with suitable waterproof material in advance of these weather conditions, or in advance of you leaving the job for any period of time. You must provide temporary covering, able to withstand any of these weather conditions; or
2. Any operations involving any hot tar, wand, open flame, or torch applications, and/or roofing chemicals containing bleach, zinc, or asbestos.

The term “open roof” as used herein shall include any roof or section of roof where shingles, tar, felt paper, and/or any other protective covering or any other combination of materials has been removed, thereby leaving exposed any supporting structure, decking, building interior, or contents of any building to the elements.

Cosmetic Loss or Damage Exclusion

This insurance does not apply to “cosmetic loss or damage” to “roof coverings”.

This insurance does apply to “property damage” to “roof coverings” that results in the penetration of water through the “roof covering” or that results in the failure of the “roof covering” to perform its intended function to keep out elements over an extended period of time.

For purposes of this endorsement, the following definitions are added:

“Cosmetic loss or damage” means only that damage that alters the physical appearance of the “roof covering” but does not result in damage that allows the penetration of water through the “roof covering” or does not result in the failure of the “roof covering” to perform its intended function to keep out elements.

“Roof covering” means the roofing material exposed to the weather, the underlayments applied for moisture protection, and all flashings required in the replacement of a “roof covering”.

All other terms and conditions remain the same.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE EXCLUSION FOR FRAUD, MISREPRESENTATION, DECEIT OR SUPPRESSION OR CONCEALMENT OF FACT

This policy does not apply to any claim, loss, cost, or expense by a third party against any Insured hereunder arising wholly or in part out of fraud, misrepresentation, deceit, suppression or concealment of fact, whether Intentional, willful, malicious, reckless or wanton, including but not limited to an action or lawsuit demanding or seeking damages or recovery based on direct liability, vicarious liability, or agency principles.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – OPEN FLAME USAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” or “property damage” arising wholly or in part out of the use of an **“Open Flame Device”**.

For the purpose of this endorsement, **“Open Flame Device”** means any device using gas and/or gases, electric or chemical in any single form or any combination to produce an open flame or heat to solder, weld, or bond any metal or material used in the construction, erection, or repair of a building or structure; this includes items installed in or attached to any building or structure.

This exclusion will not apply if an Underwriters Laboratory (UL) approved insulation board or an Underwriters Laboratory (UL) approved reflective heat device is used properly and the area is tested for heat before leaving the work area.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

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

FAMILY MEMBER EXCLUSION

This insurance will not provide coverage or payments for indemnity or defense or expense costs under any part of the policy for any occurrence arising wholly or in part out of or in connection with any actual or alleged injury to any person who is related by blood, marriage, or consensual marriage to any Insured or Additional Insured hereunder.

All other terms and conditions remain unchanged.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNCHLIST PRO CONTRACTOR ENDORSEMENT

In consideration of the payment of premium, it is hereby understood and agreed that the following changes are made to this policy:

Increased Limit- Damage to Premises Rented to You

On page 1 of Commercial General Liability Declarations in the section Limits of Insurance, "Damage to Premises Rented to You Limit" is amended to read "\$300,000 Any one premises".

Increased Limit -Medical Payments

On page 1 of Commercial General Liability Declarations in the section Limits of Insurance , "Medical Expense Limit" is amended to read "\$10,000 Any one person".

Increased Limit -Supplementary Payments

Commercial General Liability Coverage Form CG 00 01 12 04 is amended as follows:

Under SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is deleted and replaced by the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation of the claim or "suit" including actual loss of earnings up to \$500 per day because of time off work.

Automatic Additional Insured - Managers or Lessors of Premises

Section II - Who is an Insured" of Commercial General Liability Coverage Form CG 00 01 12 04 is amended to provide coverage in conformance with the terms and conditions of the CG 20 11 01 96 endorsement, a copy of which is attached hereto and incorporated by reference.

Automatic Additional Insured - Lessor of Leased Equipment (Liability Only)

Section II -Who is an Insured" of Commercial General Liability Coverage Form CG 00 01 12 04 is amended to provide coverage in conformance with the terms and conditions of the CG 20 28 07 04 endorsement, a copy of which is attached hereto and incorporated by reference.

Automatic Waiver of subrogation

CG 24 04 10 93 Waiver of Transfer of Rights of Recovery is hereby attached hereto and incorporated by reference.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES - CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART - FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

BOILER AND MACHINERY COVERAGE PART
CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EMPLOYEE **THEFT** AND FORGERY POLICY
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART - FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART - LIVESTOCK COVERAGE FORM
FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT
COVERAGE FORM
GLASS COVERAGE FORM
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation. This notice will be mailed at least 30 days prior to the effective date of cancellation if we cancel for any reason other than non-payment of premium

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
- b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

Clear Blue Insurance Company

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

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

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM or PER OCCURRENCE	
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$2,000	\$
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury", "property damage", and "personal and advertising injury", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
- a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
- b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
- c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
- (1)** "Bodily injury";
- (2)** "Property damage"; or
- (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence," claim, or "suit"

apply irrespective of the application of the deductible amount.

D. The deductible amount stated in the Schedule applies to loss, legal expense, and our "Allocated Loss Adjustment Expense" incurred, whether or not payment is made to the claimant, compromise settlement is reached or the claim is denied.

E. We may, at our sole election and option, either:

- 1. Pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us; or
- 2. Upon our receipt of notice of any claim or at any time thereafter, request you to pay and deposit with us all or any part of the deductible amount, to be held and applied according to the terms of this policy.

F. The following is added to the Definitions section:

"Allocated Loss Adjustment Expense" will include all costs and expenses incurred by us in investigating and adjusting any loss, with the exception of salary and overhead.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REDEFINITION OF HANDYPERSON CLASSIFICATION

This endorsement modifies insurance provided under the following:

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

It is hereby understood and agreed that the 95625 - HANDYPERSON classification does not provide coverage for any indemnity or defense for any claim arising wholly or in part out of any work performed by or on behalf of the Insured prior to issuance of a valid and effective Certificate of Occupancy for the property on which operations are performed by or on behalf of the Insured. As an exception to this exclusion, the 95625 - HANDYPERSON classification includes coverage for new construction only for claims arising out of the final cosmetic clean up, touch up, or repair of incidental damage to existing finishes, material, and structures for recently repaired or constructed property.

It is hereby understood and agreed that classification 95625 - HANDYPERSON provides coverage only for operations included within the classifications listed below. All other operations, including but not limited to any operations that require specific contractor, occupational or professional licenses (including but not limited to plumbing electrical, HVAC, or roofing), are excluded under 95625 - HANDYPERSON.

CLASSIFICATION CODE	CLASSIFICATION DESCRIPTION
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91150	APPLIANCE & ACCESSORIES INSTALLATION, SERVICE OR REPAIR - COMMERCIAL - Includes incidental store and showroom premises exposures only if specifically declared to and accepted in writing by the company providing this insurance. Excludes LPG manufacturing storage, or distribution. Excludes any work related to installation, service, or repair of equipment or appliances, connections, or lines using or involving LPG and/or natural gas unless insured is specifically licensed to do LPG and/or natural gas work.
91155	APPLIANCE & ACCESSORIES INSTALLATION, SERVICE OR REPAIR - RESIDENTIAL - Includes incidental store and showroom premises exposures only if specifically declared to and accepted by the company providing this insurance in writing. Excludes LPG manufacturing, storage, or distribution. Excludes any work related to installation, service, or repair of equipment or appliances, connections, or lines using or involving LPG and/or natural gas unless insured is specifically licensed to do LPG and/or natural gas work.
91340	CARPENTRY - CONSTRUCTION - RESIDENTIAL - Includes construction, service, and repair of residential property three stories or less in height with primary work of rough carpentry, framing, wood siding installation and finishing work. Excludes any exterior work exceeding three (3) stories in height. Excludes any work involving installation, repair, or removal of any truss.
91341	CARPENTRY- INTERIOR - Includes the installation, service, repair, or removal of doors, shelving, floors, cabinets, windows and wood, hardwood, or parquet flooring. Includes installation of backing material related to wood flooring work. Not applicable to contractors engaged in any other carpentry operation at the same job or location. Excludes abatement work. Includes tear-out and removal of existing cabinetry & woodworking prior to installation.
91342	CARPENTRY - CONSTRUCTION - COMMERCIAL - Includes carpentry contractors with primary work as rough carpentry, framing and finishing work. Includes construction, service, repair, and removal. Excludes exterior work over 3 stories in height. Excludes any work involving installation, repair, or removal of any truss.

91436	CEILING OR WALL INSTALLATION
91551	COMMUNICATION EQUIPMENT INSTALLATION - INDUSTRIAL OR COMMERCIAL- Installation, repair, and maintenance of wiring, cables and circuits for telephone and communications equipment such as computers, telephone, cable TV, satellite TV, Antennas (up to 30 feet) and building connections operating at less than 50 volts. Excludes burglar, fire alarm or emergency systems work, outside electrical power line construction, telephone, telegraph or cable TV line construction; household communication equipment, and household appliances.
91629	DEBRIS REMOVAL INCLUDING CONSTRUCTION SITE CLEAN-UP - Excludes salvage operations and asbestos or mold removal or remediation Includes removal of storm debris. Excludes any tree trimming and tree removal. Excludes water extraction activities and removal or cleaning of property or materials damaged by smoke or fire. Excludes crime scene cleanup or restoration.
91746	DOOR, WINDOW INSTALLATION - Includes door and window installation, service, repair, and removal. Excludes skylight installation, service or repair. Excludes any exterior work exceeding three (3) stories in height.
92338	DRYWALL OR WALLBOARD INSTALLATION - Includes drywall or wallboard installation, service, repair, and removal. Includes interior texturing work.
92451	ELECTRICAL APPARATUS - INSTALLATION, SERVICE, OR REPAIR - Includes exterior lighting and electrical work. Excludes power line construction, repair, or service, and burglar or fire alarm system work and hospital, dental, or medical equipment work Excludes work on life safety equipment for the disabled or handicapped. Excludes exterior work over three (3) stories in height.
92478	ELECTRICAL WORK - WITHIN BUILDINGS - Includes interior installation or repair of electrical fixtures / appliances and outside fixtures permanently attached to a building in which interior electrical work is also performed. Excludes exterior lighting and electrical work. Excludes installation or repair of alarms or alarm systems. Excludes electrical machinery or auxiliary apparatus work. Excludes power line construction. Excludes fiber optic cable work and cell phone tower work.
94276	FENCE ERECTION CONTRACTORS - Includes repair, upkeep, and maintenance of existing fences. Excludes new fence installation and/or replacement of entire fence.
94569	FLOOR COVERING INSTALLATION - Includes installation, service, repair, and removal operations. Includes carpet, vinyl, linoleum, and laminate installation. Includes incidental store and showroom premises exposures only if specifically declared to and accepted in writing by the company providing this insurance. Excludes ceramic tile or stonework and hardwood floor work.
95124	FURNITURE/ FIXTURES INSTALLATION - Includes installation, setup, and removal of furniture or fixtures in office or stores - portable - metal or wood. Excludes installation of hospital, dental or medical equipment; any disabled /or handicap life safety equipment. Excludes residential movers or hauling operations. Includes assembly of prefabricated furniture. Excludes any work involving or related to crib or baby furniture. Excludes commercial movers and related operations.
96053	HOUSE FURNISHING INSTALLATION - Includes incidental upholstery. Includes incidental store and showroom premises exposures only if specifically declared to and accepted in writing by the company providing this insurance. Includes assembly of prefabricated furniture. Excludes crib or baby furniture assembly or installation. Includes service and repair operations. Excludes household movers and related operations.
96611	INTERIOR DECORATORS
96816	JANITORIAL SERVICES - Excludes window cleaning, painting, maintenance or repair at any location where Insured does not also perform janitorial services. Floor waxing excluded unless after normal business hours at work site. Excludes floor waxing for any 24-hour operations or work site. Excludes use of propane floor waxers and any waxing work performed at retail operations during hours of operation. Excludes water extraction activities and removal or cleaning of property or materials damaged by smoke or fire, and

mold remediation work. Excludes crime scene cleanup or restoration activities. Excludes pressure washing operations.

- 97047 LANDSCAPE GARDENING - LANDSCAPE GARDENING** - Includes laying out grounds, planting trees, shrubs, flowers or lawns, sod or turf, and interior landscaping . Includes outdoor sprinkler system installation or repair. Includes incidental application of over the counter fertilizers and herbicides or pesticides. Includes installation and service of artificial grass or turf. Includes incidental minor tree pruning conducted solely while standing on the ground. Includes routine production of and sale of mulch from trimmings. Excludes herbicide or pesticide application requiring license or permit. Excludes excavation, interior sprinkler system work, or work along roads or highways. Excludes any tree trimming activities not conducted solely while standing on the ground. Excludes tree removal and stump grinding. Excludes snow and ice removal and snow plow work.
- 97050 LAWN CARE SERVICES** - Includes services for lawn care such as mowing, fertilizing, edging or cleaning lawns, including the removal of leaves, or preventing growth of or killing weeds. Includes incidental application of over the counter fertilizers and herbicides or pesticides. Includes incidental minor tree pruning conducted solely while standing on the ground. Includes routine production of and sale of mulch from trimmings. Excludes herbicide or pesticide application requiring license or permit. Excludes excavation, interior sprinkler system work, or work along roads or highways. Excludes any tree trimming activities not conducted solely while standing on the ground. Excludes tree removal and stump grinding. Excludes snow and ice removal and snow plow work.
- 98111 OFFICE MACHINES OR APPLIANCE INSTALLATION AND SERVICE-** Includes shop operations. Includes incidental store and showroom premises exposures only if specifically declared to and accepted in writing by the company providing this insurance. Excludes installation, service or repair of computers or computer related equipment.
- 98304 PAINTING - EXTERIOR - 3 STORIES OR LESS** - Excludes painting of bridges or towers of any type and painting of any oil, gas or water tanks. Excludes pressure washing.
- 98305 PAINTING - INTERIOR**
- 98344 PAPERHANGING**
- 98967 SIDING INSTALLATION** - Includes repair and removal of siding. Includes installation of non-motorized hurricane shutters, gutters, downspouts, and soffits, and screened enclosures. Excludes work over 3 stories. Excludes pressure washing.
- 99650 TELEVISION OR RADIO RECEIVING SET INSTALLATION/ REPAIR-** Residential only - includes installation and repair of home theatre equipment. Excludes work at commercial locations.
- 99746 TILE, STONE, MARBLE, MOSAIC OR TERRAZZO WORK** - Includes interior and exterior construction, installation, service, repair and removal. Includes incidental store and showroom premises exposures only if specifically declared to and accepted in writing by the company providing this insurance. Excludes any swimming pool construction or repair work except work on pool decks at ground level and pool coping installation, service, or repair, and operations that require any draining of pool.
- 99955 WATERPROOFING** - Includes application of caulk, sealant, and similar materials to buildings and surfaces such as driveways, parking areas, patios, and decks. Includes installation of shower inserts, liners, and walls made from acrylic, PVC plastic or similar materials. Excludes roofing and roofing related exposures. Excludes work over three (3) stories in height.
- 99975 WINDOW CLEANING** - Excludes exterior work over 3 stories in height.

PUNCH LIST, PUNCHOUT, and REO OPERATIONS

95625 - HANDYPERSON includes coverage for punch list and punchout contractors for the classifications and operations listed above. Punch list and punchout contractors are those who perform the final cosmetic clean up, touch up, or repair of incidental damage to existing finishes, material, and structures for recently repaired or constructed property.

95625 - HANDYPERSON includes coverage for Property Preservation and REO (real estate owned) contractors for the classifications and operations listed above. Property Preservation and REO contractors provide general light maintenance and repair activities for real estate owned by lenders, investors, and other mortgagees as well as apartment and rental housing owners. Excludes any tenant screening, qualification, rent collection, administration, or eviction activity.

GENERAL

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any LPG and/or natural gas work unless the insured is specifically licensed to do LPG and/or natural gas work.

95625 - HANDYPERSON excludes water or fire damage restoration services and mold remediation work.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any use of cranes, bucket trucks, or lifts. Such work is excluded unless such use is specifically declared to and accepted in writing by the company providing this insurance prior to start of work.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any inspection service, security service, or homewatch type service.

95625 - HANDYPERSON does not provide any coverage for any claim arising wholly or in part out of or in connection with any structural addition or structural remodeling to any existing building.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXISTENCE OR MAINTENANCE OF STREETS, ROADS, HIGHWAYS OR BRIDGES

This endorsement modifies insurance provided under the following:

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

With respect to streets, roads, highways or bridges you own, maintain, construct or control, this insurance does not apply to "bodily injury" or "property damage" arising out of:

1. The existence of streets, roads, highways, bridges, sidewalks, culverts, parking meters, traffic lights and signs, street benches and decorations, public refuse receptacles, safety zone stanchions, light and telephone poles, trees, water hydrants and alarm boxes;
2. The maintenance of the items listed in 1. above, including operations such as ditch cleaning; dragging; dust laying; dusting; erecting or removing of snow fences, road markers, signs or guard rails;

maintaining guard rails and posts; oiling; patching; planting on rights-of-way; removing brush; repairing or maintaining culverts; road marking; snow removal; spraying and fumigating; spreading gravel; street cleaning; street or road maintenance; street or road paving or repaving, surfacing, resurfacing or scraping; tarring or sanding; tree pruning; weed or grass cutting; or

3. The ownership, maintenance, operation, use, "loading or unloading" of "mobile equipment" maintained by or for you for use in connection with the activities described in 2. above.

This exclusion does not apply to routine lawn care or landscaping operations performed solely on private property which is located adjacent to a public street or road.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

STUCCO EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY AND COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

A. The following exclusion is added to Paragraph 2.

Exclusions:

This insurance does not apply to any claim or "suit"; or any damages alleged or claimed, whether direct or indirect because of "bodily injury", "property damage", or "personal and advertising injury", arising out of, caused by, or related to:

1. The design; manufacture; construction; fabrication; preparation; distribution; sale; installation; application; maintenance; repair; remodeling; service; correction; or replacement of any "stucco" finish; or
2. "Your product" or "your work" with respect to any exterior component; fixture; or feature of any structure with a "stucco" finish.

SECTION V - DEFINITIONS

B. The following definition is added:

"Stucco" means a non-load bearing exterior cladding or finishing system, and all component parts therein, used on exterior wall surfaces of a structure, and consisting of Portland cement, plaster or similar material including synthetic materials or additives applied either by hand or machine applied directly to:

1. A solid base such as masonry or concrete walls;
2. Metal or mesh lath attached to frame construction, solid masonry, or concrete construction;
3. A wooden base such as plywood or other wood materials; or
4. A combination of 1., 2., or 3. above.

We shall have no duty to defend any insured or any additional insured against any loss; claim; notice of defects; "suit"; arbitration; or other proceeding alleging any damages arising out of or related to:

1. "Bodily injury";
2. "Property damage"; or
3. "Personal and advertising injury"

to which this exclusion applies.

This exclusion does not apply to claims arising solely out of underground swimming pool construction, repair, or maintenance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW RESIDENTIAL CONSTRUCTION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Paragraph 2. Exclusions of Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended to include the following exclusion:

This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" performed on any "new construction" of a "residential structure" or conversion of any building(s) to a "residential structure". This exclusion applies to construction operations whether performed by the insured or on the insured's behalf.

B. For purposes of this endorsement only, SECTION V – DEFINITIONS is amended to add the following:

"New construction" means "your work" done before the following, whichever happens first:

1. A temporary certificate of occupancy, certificate of occupancy, certificate of completion, or other similar documentation evidencing completion of the building has been issued for the building by the valid authorized governmental entity; or
2. If the building is a model home, the date a deed is recorded first transferring title to another party; or
3. If the building has not been completed, the date of abandonment of construction.

"New construction" does not include repair, service, renovation, or remodeling work on buildings performed after 1., 2., or 3. above, or prior to its recertification of occupancy.

"Residential structure" means any structure where the structure is intended to be used, and occupied, in whole or in part, as a "residential habitation", including:

1. Single family homes, duplexes, triplexes, quadraplexes, condominiums, townhouses, mixed-use habitation, time-share units, or any other multi-family homes or similar habitational structures.
2. Any appurtenant structures such as detached garages, guest houses, pools, hot tubs, or other structures; or
3. Common or public areas or facilities such as clubhouses, pool houses, or security/guard houses.

"Residential structure" does not include apartments, hotels, motels, nursing homes, hospitals, prisons, educational institution dormitories, or government housing on military bases. However, if all or any part of a structure, project, or development is used as or converted to condominiums, cooperatives, or time-shares, the entire structure is deemed to be a "residential structure," as of the date "your work" began, regardless of when any conversion takes place.

"Residential habitation" means any place of physical shelter for humans to live in.

Clear Blue Insurance Company

IMPORTANT DISCLOSURE NOTICE

This policy excludes coverage for claims arising out of imported or foreign drywall and/or imported or foreign drywall contamination.

This policy excludes coverage for claims arising out of lead and/or lead contamination.

This policy excludes coverage for claims arising out of asbestos and/or asbestos contamination.

Please review your policy wording for details.



Policy Owner Name & Address

**Valley Horizon General
Contractor LLC
1660 S University Dr Suite 1109
Fort Worth, TX, 76107**

**RE: Clear Blue Insurance Company
Loss Control Services for Texas General Liability Exposure
Policy Number: BGTX9012797300**

Dear Preferred Policyholder:

Various states, including Texas, require insurance companies writing insurance coverage to make available loss control services.

Frank Winston Crum Insurance Company provides certain accident prevention services for your Texas operations. These services are available to assist you in reducing employee injuries, third-party incidents and auto losses and for providing technical safety assistance. These services are available at no additional charge, and include the following:

- Surveys
- Training Programs
- Accident Analysis
- Industrial Health Services
- Recommendations
- Consultations
- Industrial Hygiene Services

You should know that your losses will be reviewed throughout the year. Should a trend be identified or should a significant increase in accident frequency or severity occur, we may provide an on-site evaluation of your operation.

Please feel free to contact us directly at 866-218-4219 with any questions regarding this subject.

Sincerely,
Clear Blue Insurance Company