



# 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 bold 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 resulting from your **aviation operations**. 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 Payment – Coverages **A.**, **B.** and **D.**

- 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;

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- (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 for 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 the **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.

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

**f. Air Traffic Control**

**Bodily injury** or **property damage** arising out of air traffic control operations on the ground or in the air.

**g. Aircraft, Auto, Or Watercraft**

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to other 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 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. Appropriation By Government Power**

**Property damage** arising out of the appropriation of property or property rights by governmental power.

**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.

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

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

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

**q. Employment-Related Practices**

- (1) Any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:

- (a) arrest, detention or imprisonment;
- (b) breach of any express or implied covenant;
- (c) coercion, criticism, humiliation, prosecution or retaliation;

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- (d) defamation or disparagement;
  - (e) demotion, discipline, evaluation or reassignment;
  - (f) discrimination, harassment or segregation;
  - (g) (i) eviction; or  
(ii) invasion or other violation of any right of occupancy;
  - (h) failure or refusal to advance, compensate, employ or promote;
  - (i) invasion or other violation of any right of privacy or publicity;
  - (j) termination of employment; or
  - (k) other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
- (2) Any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph (1) above, as a consequence thereof.

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 any of the foregoing.

#### r. Intellectual Property Laws And Rights

To any actual or alleged **bodily injury, property damage, advertising injury or personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- (1) assertion; or
- (2) infringement or violation;

by any person or organization (including any insured) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- (1) Is caused by an offense described in the definition of **advertising injury**; and
- (2) Does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

### 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 resulting from your **aviation operations**. 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., B., and D.**

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

#### 2. Exclusions

This insurance does not apply to:

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**a. Breach Of Contract**

**Advertising injury** or **personal injury** arising out of breach of contract.

**b. Continuing Offenses**

**Advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

(1) this insurance; or,

(2) a subsequent, continuous renewal or replacement of this insurance, that:

(a) is issued to you by us or by an affiliate of ours;

(b) remains in force while the offense continues; and

Would otherwise apply to **advertising injury** and **personal injury**.

**c. Contracts**

**Advertising injury** or **personal injury** for which the insured is obligated to pay damages by reason of assumption of liability in contract or agreement.

This exclusion does not apply to the liability for damages that such insured would have in the absence of such contract or agreement.

**d. Crime Or Fraud**

**Advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the insured.

**e. Expected Or Intended Injury**

**Advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the insured, that:

(1) is intended by such insured; or

(2) would be expected from the standpoint of a reasonable person in the circumstances of such insured; to cause injury.

**f. Failure To Conform To Representations Or Warranties**

**Advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

**g. Internet Activities**

**Advertising injury** or **personal injury** arising out of:

(1) controlling, creating, designing or developing of another's Internet site;

(2) controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;

(3) controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or

(4) publication of content or material on or from the Internet, other than material developed by you or at your direction.

**h. Media Type Business**

**Advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an insured whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs **A.**, **B.** or **C.** of the definition of **personal injury**.

**i. Prior Offenses**

**Advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**j. Publications With Knowledge Of Falsity**

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**Advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the insured:

- (1) with knowledge of its falsity; or
- (2) if a reasonable person in the circumstances of such insured would have known such content or material to be false.

**k. Employment-Related Practices**

- (1) Any damages sustained at any time by any person, whether or not sustained in the course of employment by any insured, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
  - (a) arrest, detention or imprisonment;
  - (b) breach of any express or implied covenant;
  - (c) coercion, criticism, humiliation, prosecution or retaliation;
  - (d) defamation or disparagement;
  - (e) demotion, discipline, evaluation or reassignment;
  - (f) discrimination, harassment or segregation;
  - (g) (i) eviction; or  
(ii) invasion or other violation of any right of occupancy;
  - (h) failure or refusal to advance, compensate, employ or promote;
  - (i) invasion or other violation of any right of privacy or publicity;
  - (j) termination of employment; or
  - (k) other employment-related act, omission, policy, practice, representation or relationship in connection with any insured at any time.
- (2) Any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph (1) above, as a consequence thereof.

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 any of the foregoing.

**l. Taking Of Or Exercising Of Property Rights**

**Advertising injury** or **personal injury** arising out of or exercising of the property rights of others by overflight or other operation of **aircraft**.

**m. Wrong Description Of Prices**

**Advertising injury** or **personal injury** arising out of the wrong description of the price goods, products or services.

**n. Intellectual Property Laws And Rights**

Any actual or alleged **bodily injury**, **property damage**, **advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- (1) assertion; or
- (2) infringement or violation;

By any person or organization (including any insured) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- (1) Is caused by an offense described in the definition of **advertising injury**; and  
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- (2) Does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

## 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 **aviation 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.

## COVERAGE D. HANGARKEEPERS LIABILITY

### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of **loss** to **aircraft** (subject to the deductible shown in the Declarations if applicable unless such **loss** results from fire or explosion or while the **aircraft** is dismantled and being transported) occurring while such **aircraft** is in the care, custody or control of the insured for safekeeping, storage, service or repair. We will have the right and duty to defend any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit**

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seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **loss** 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 Coverage **D**.
- (3) When you repair damages which you have caused, we will not pay more than:
  - (a) your actual net cost for necessary material and parts of like kind and quality; and
  - (b) your actual wages for labor at current straight time rates with no premium for overtime, plus 100% of such wages as an allowance for overhead and supervision.

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

b. This insurance applies to damages because of **loss** to **aircraft** only if:

- (1) The **loss** takes place in the **coverage territory**; and
- (2) The **loss** occurs during the policy period.

## 2. Exclusions

This insurance does not apply to:

- a. The insured's liability under any agreement to be responsible for **loss**;
- b. **Loss** to robes, wearing apparel, personal effects or merchandise;
- c. To **loss** or damage to **aircraft** or parts of **aircraft**:
  - (1) Owned by, leased to, rented to, or loaned to the insured or partner(s) of the insured;
  - (2) Owned by, leased to, rented to, or loaned to an officer or **employee** of the insured unless the property in an **aircraft** in your custody under agreement for which a charge has been made;
- d. **Loss** due to theft or conversion caused in any way by you, your **employees**, your partners or by your shareholders;
- e. **loss** to **your work** arising out of it or any part of it; or
- f. **Loss** to **aircraft** while **in flight**.

## SUPPLEMENTARY PAYMENTS – COVERAGES A., B., AND D.

1. We will pay, with respect to any claims we investigate or settle or any **suit** against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - 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**;

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- 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 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**.

Provided that 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 – Coverages 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;

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(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 our **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 control over more than 50% of voting rights, 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 90<sup>th</sup> 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;

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

d. Coverage **C.** does not apply to medical expenses arising out of **bodily injury** that occurred before you acquired or formed the organization; and

e. Coverage **D.** does not apply to **loss to aircraft** 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.

No person or organization is an insured with respect to the:

a. ownership, maintenance or use of any assets; or

b. conduct of any person or organization whose assets, business or organization;

you acquire, either directly or indirectly, for any:

a. **bodily injury** or **property damage** that occurred; or

b. **advertising injury** or **personal injury** arising out of an offense first committed;

in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

### **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;

c. Persons or organizations making claims or bringing **suits**; or

d. **Aircraft** to which Coverage **D.** applies.

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

a. Medical expenses under Coverage **C.**;

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- 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 Aggregate Limit is the most we will pay under Coverage **B.** for the sum of all damages because of all **personal and advertising injury**.
  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.
  8. The Hangarkeepers' Each Loss Limit is the most we will pay for the sum of damages under Coverage **D.** because of any one **loss**.
  9. Subject to **8.** above, the Hangarkeepers' Each Aircraft Limit is the most we will pay for the sum of damages under Coverage **D.** because of **loss** to any one **aircraft** in any one **loss**.

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

#### **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 Policy.

##### **2. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. 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.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

##### **3. 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 the Company and made a part of this policy.

##### **4. Duties In The Event of Occurrence, Offense, Claim, Or Suit**

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- 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 or the consent of the Company.

## 5. 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 afterword.

## 6. Inspections And Surveys

- a. We have the right to:
  - (1) Make inspections and surveys at any time;
  - (2) Give you reports on the conditions we find; and
  - (3) Recommend changes.
- b. 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

  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes, or standards.
- c. Paragraphs **a.** and **b.** 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.
- d. Paragraph **b.** 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.

## 7. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **suit** asking for damages from an insured; or
- b. To sue us on this Policy unless there has been full compliance with all policy terms.

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

made upon the Company. However, we do not waive our rights to commence an action in any court of competent jurisdiction or to seek a transfer to another court as permitted by law.

## 8. Other Insurance

If other valid and collectible insurance is available to the insured for a **loss** we cover under Coverages **A.**, **B.**, or **D.** of this Policy, 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 our 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.**, **B.**, or **D.** 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 Policy.

### 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.

If the other insurance is written through the Company as primary insurance, the total limit of the Company's or companies' liability will not exceed the greatest limit on any one policy.

## 9. Premium Audit

- a. We will compute all premiums for this Policy in accordance with our rules and rates.
- b. Premium shown in this Policy 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.

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- 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.

## 10. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

## 11. 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.

## 12. 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.

## 13. State Statutes

If the terms of this policy are in conflict with or inconsistent with the statutes of any state where the policy is in effect, we will conform to those state statutes.

## 14. Titles Of Paragraphs

The titles of the various paragraphs of this policy and amendments, if any, attached to this policy are inserted solely for reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

## 15. 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 Policy, 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.

## 16. 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.

## 17. Violation Of Statute

If coverage for a claim under this policy is in violation of any United States of America's economic or trade sanctions, including but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets control (OFAC), then coverage for that claim shall be null and void.

## 18. When We Do Not Renew

If we decide not to renew this Policy, 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.

## SECTION V – DEFINITIONS

- 1. **Advertisement** means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services. **Advertisement** does not include an e-mail address, Internet domain name or other electronic address or metalanguage.

2. **Advertising injury** means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:
  - a. copyrighted **advertisement**; or
  - b. registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
3. **Aircraft** means any aircraft including engines, propellers, operating, and navigating instruments and radio equipment attached to or usually attached to or carried on the aircraft, including component parts detached, and tools therein which are standard for the make and type of aircraft. The term **aircraft** excludes missiles, **spacecraft** and launch vehicles.
4. **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**.
5. **Aviation operations** means all operations arising from the ownership, maintenance, or use of locations for aviation activities, including that portion of roads or other accesses that adjoin these locations. **Aviation operations** include all operations necessary or incidental to aviation activities.
6. **Bodily injury** means physical injury sustained by any person, caused by an **occurrence** during the Policy Period, including disability, sickness, disease, mental anguish and death resulting therefrom.
7. **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 communicationProvided 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.  
Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC).
8. **Employee** includes a **leased worker**. **Employee** does not include a temporary worker.
9. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
10. **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.
11. **In flight** means the time commencing with the actual take-off run of the **aircraft** until it has completed its landing roll, or if the **aircraft** is a rotorcraft, from the time the rotors start to rotate under power until they cease to rotate.

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**12. Insured contract** means:

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

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

- (1) That indemnifies a railroad for **bodily injury** or **property damage** arising out of construction or demolition operations, within 0 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass, or crossing.
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.
- (3) Under which the insured, if an architect, engineer, or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural, or engineering activities.
- (4) That indemnifies any person or organization for **bodily injury** and **property damage** arising out of the manufacture of **aircraft** or **aircraft** parts by the indemnitee.
- (5) That indemnifies any person or organization for **bodily injury** and **property damage** arising out of the major alteration or repair of **aircraft** or **aircraft** parts by the indemnitee.
- (6) Which is agreed to orally by you and another party, unless the contract or agreement is required by a governmental body for you to use an airport.

**13. Intellectual property law or right** means any:

- a. certification mark, copyright, patent or trademark (including collective or service marks);
- b. right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- c. other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- d. other judicial or statutory law concerning piracy, unfair competition or other similar practices.

**14. 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.

**15. Loading or unloading** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an **aircraft**, watercraft, or **auto**;
- b. while it is in or on an **aircraft**, watercraft, or **auto**; or
- c. While it is being moved from an **aircraft**, watercraft, or **auto** to the place where it is finally delivered;

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

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**16. Loss** means an accident resulting in direct damage to tangible property, including continuous or repeated exposure to substantially the same general harmful conditions. **Loss** includes any resulting loss of use.

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

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent including special use vehicles designed for operation on airports; however, this shall not include passenger cars, pickup trucks, ambulances, tow trucks, buses, snow plows (except while within the confines of the aircraft operations area);
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers, or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers or 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**.

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

**19. Personal injury** means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- a. False arrest, false detention, or other false imprisonment;
- b. Malicious prosecution;
- c. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- d. electronic, oral, written or other publications of material that:
  - (1) libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
  - (2) violates a person's right of privacy.

**20. Personal and advertising injury** means **advertising injury** and **personal injury**.

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**21. 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; or
    - (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.

**22. 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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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.
- (3) Does not include vending machines or other property rented to or located for the use of others but not sold.

**27. 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.

## **SECTION VI – COMMON POLICY EXCLUSIONS**

### **ASBESTOS EXCLUSION**

This policy does not cover any claims of any kind whatsoever directly or indirectly relating to, arising out of or in consequence of:

1. The actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos; or
2. Any obligations, request, demand, order, or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, neutralize, protect against or in any other way respond to the actual, alleged or threatened exposure to or presence of asbestos in any form whatsoever, including, but not limited to, asbestos fibers or asbestos dust, or any material or product containing, or alleged to contain, asbestos.

However, the exclusion shall not apply to any claim for asbestos exposure caused by or resulting from a crash, fire, explosion, or collision or a recorded **in flight** emergency causing abnormal **aircraft** operations.

### **NOISE AND POLLUTION AND OTHER PERILS EXCLUSION CLAUSE**

1. This policy does not cover claims directly or indirectly occasioned by, happening through, or in consequence of:
  - a. Noise (whether audible to the human ear or not), vibration, sonic boom and any phenomena associated therewith,
  - b. Pollution and contamination of any kind whatsoever,
  - c. Electrical and electromagnetic interference,
  - d. Interference with the use of property,  
unless caused by or resulting in a crash, fire, explosion or collision or a recorded **in flight** emergency causing abnormal **aircraft** operation.
2. With respect to any provision in the policy concerning any duty of the Company to investigate or defend claims, such provision shall not apply and the Company shall not be required to defend:
  - a. Claims excluded by paragraph 1., or
  - b. A claim or claims covered by the policy when combined with any claims excluded by paragraph 1. (referred to below as **Combined Claims**).
3. In respect of any Combined Claims, the Company shall (subject to proof of loss and the limits of the policy) reimburse the insured for that portion of the following items which may be allocated to the claims covered by the policy:
  - a. Damages awarded against the insured, and
  - b. Defense fees and expenses incurred by the insured.
4. Nothing herein shall override any radioactive contamination or other exclusion clause attached to or forming part of this policy.

### **NUCLEAR RISKS EXCLUSION CLAUSE**

1. This policy does not cover;

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- i. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
  - ii. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
    - a. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - b. The radioactive properties of, or a combination of radioactive properties with toxic, explosive or other hazardous properties of, any other radioactive material in the course of carriage as cargo, including storage or handling incidental thereto;
    - c. Ionizing radiations or contamination by radioactivity from or the toxic, explosive or other hazardous properties of, any other radioactive source whatsoever.
2. It is understood and agreed that such radioactive material or other radioactive source in paragraph 1. b. and c. above shall not include:
- i. Depleted uranium and natural uranium in any form;
  - ii. Radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, educational, or industrial purpose.
3. This policy, however, does not cover loss of or destruction of or damage to any property or any consequential loss or any legal liability of whatsoever nature with respect to which:
- i. The insured under this policy is also an insured or an additional insured under any other insurance policy, including any nuclear energy liability policy; or
  - ii. Any person or organization is required to maintain financial protection pursuant to legislation in any country; or
  - iii. the insured under this policy is, or had this policy not been issued would be, entitled to indemnification from any government or agency thereof.
4. Loss, destruction, damage, expense or legal liability in respect of the nuclear risks not excluded by reason of paragraph 2. shall (subject to all other terms, conditions, limitations, warranties and exclusions of this policy) be covered, provided that:
- i. In the case of any claim in respect of radioactive material in the course of carriage as cargo, including storage or handling incidental thereof, such carriage shall in all respects have complied with the full International Civil Aviation Organization 'Technical Instructions for the Safe Transport of Dangerous Goods by Air', unless the carriage shall have been subject to any more restrictive legislation, when it shall in all respects have complied with such legislation;

Notwithstanding any other provisions of this policy, Insurers will have no duty to investigate, defend or pay defense costs in respect of any claim excluded in whole or in part under paragraphs 1. or 2. hereof.

- ii. This policy shall only apply to an incident happening during the period of this policy and where any claim by the Insured against the Company or by any claimant against the insured arising out of such incident shall have been made within three (3) years after the date thereof;
- iii. In the case of any claim for the loss of or destruction of or damage to or loss of use of an aircraft caused by or contributed to by radioactive contamination, the level of such contamination shall have exceeded the maximum permissible level set out in the following scale:

<u>Emitter</u>	<u>Maximum permissible level</u> <u>Of non-fixed radioactive</u> <u>Surface contamination</u> <u>(Averaged over 300 cm<sup>2</sup>)</u>
<u>(IAEA Health and Safety Regulations)</u>	
Beta, gamma and low toxicity alpha emitters	Not exceeding 4 Bequerels / cm <sup>2</sup> (10 <sup>-4</sup> microcuries / cm <sup>2</sup> )
All other alpha emitters	Not exceeding 0.4 Bequerels / cm <sup>2</sup> (10 <sup>-5</sup> microcuries / cm <sup>2</sup> )

- iv. The cover afforded hereby may be cancelled at any time by the Company giving seven (7) days' notice of cancellation.

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## WAR, HIJACKING AND OTHER PERILS EXCLUSION CLAUSE

This policy does not cover claims caused by:

- a. War, invasion, acts of foreign enemies, hostilities whether war be declared or not), civil war, rebellion, revolution, insurrection, martial law, military or usurped power or attempts at usurpation of power;
- b. Any hostile detonation of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- c. Strikes, riots, civil commotions or labor disturbances;
- d. Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional;
- e. Any malicious act or act of sabotage;
- f. Confiscation, nationalization, seizure, restraint, detention, appropriation, requisition for title or use by or under the order of any Government (whether civil, military or de facto) or public or local authority;
- g. Hi-jacking or any unlawful seizure or wrongful exercise of control of the **aircraft** or crew **in flight** (including any attempt at such seizure or control) made by any person or persons on board the **aircraft** acting without the consent of the Insured.

Furthermore, this policy does not cover claims arising whilst the **aircraft** is outside the control of the insured by reason of any of the above perils.

The **aircraft** shall be deemed to have been restored to the control of the insured on the safe return of the **aircraft** to the insured at an airfield not excluded by the geographical limits of this policy, and entirely suitable for the operation of the **aircraft** (such safe return shall require that the **aircraft** be parked with engines shut down and under no duress).

## SPECIAL AIRPORT PROVISIONS EXCLUSION CLAUSE

This insurance does not apply:

1. To the conduct of any contest, exhibition, air meet, air race, air show, permitted, sponsored or participated in by any insured, or to any claims or **suits** resulting therefrom; or
2. to the ownership, maintenance, use or operation, by any insured, or to any claims or **suits** resulting from:
  - a. Grandstands, bleachers, or observation platforms other than observation decks or promenades which are part of permanent structures on the premises;
  - b. Swimming pools;
  - c. Lodging accommodations for the general public; or
  - d. Schools other than pilot training schools.
3. With respect to restaurants operated by you or by others trading under your name, to **bodily injury** or **property damage** arising out of:
  - a. **Your products**, or
  - b. Reliance upon a representation or warranty made with respect thereto if the **bodily injury** or **property damage** occurs after physical possession of such products has been relinquished to others.
4.
  - a. Under Coverages **A.**, **B.**, and **C.**, to the Named Insured, any insured, or any other person or organization, with respect to any **property damage**, **bodily injury**, or **personal and advertising injury** resulting or arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving, or the rental, use or furnishing of any skydiving equipment.
  - b. Under Coverages **A.**, **B.**, and **C.**, to any claim for **property damage**, **bodily injury** or **personal and advertising injury** sustained by any person or organization resulting or arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving, or the rental, use or furnishing of any skydiving equipment.

Exclusions 4. a. and b. above apply also to any duty the company might otherwise have to defend any insured; i.e., there shall be no duty to defend any claim or **suit** arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving or the rental, use or furnishing of any skydiving equipment. There will be

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no supplementary Payments arising from any **occurrence** associated with or related to the act of parachuting, skydiving, training for skydiving , or the rental, use or furnishing of any skydiving equipment.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

All other terms and conditions of this policy remain unchanged.