



Abbey's Buddy, LLC  
A&B Attic Solutions  
1014 Fairlawn Dr.  
Duncanville, TX 75116

12/11/2018

Re: Your General Liability Policy BITX13684200  
Clear Blue Insurance Company

Dear Policyholder,

Welcome to FrankCrum General Agency, Inc. We realize that you have choices with your insurance coverage and we appreciate that you have selected us to provide your general liability insurance.

Your general liability policy and payment plan details are enclosed. Please review them carefully.

**To Make a Payment**

In order to make a payment, you have several options. You may make a payment online by going to [www.FrankCrumGA.com](http://www.FrankCrumGA.com).

You may also mail your payment. Please use the payment stub from your invoice and write your policy number on a check or money order and send it before the due date to:

FrankCrum General Agency, Inc.  
PO Box 865450  
Orlando, FL 32886-5450

If you if you have questions regarding your policy or coverage, your best source of information is your insurance producer. Your insurance producer is:

Fry Ins Agency, Inc. dba Fry-Integra Ins Services  
214 S Main St. Ste. 101-C  
Duncanville, TX 75116  
(972)296-9786

Please also contact your insurance producer if you are interested in our workers' compensation insurance. We provide coverage for many classes of risk and may be able to provide you with a quality and competitive workers' compensation solution - contact your insurance producer for details.

If you need to report a claim, details on how to do that are shown separately following this page.

Sincerely,

FrankCrum General Agency, Inc.

Fry Ins Agency, Inc. dba Fry-Integra Ins Services  
 214 S Main St. Ste. 101-C  
 Duncanville, TX 75116  
 RETURN SERVICE REQUESTED



**INVOICE**

**Policy Number:** BITX13684200  
**Policy Period:** 12/10/2018 - 12/10/2019

**Invoice Number:** 9999  
**Invoice Date:** 12/10/2018

**Named Insured Mailing Address:**

Abbey's Buddy, LLC  
 A&B Attic Solutions  
 1014 Fairlawn Dr.  
 Duncanville, TX 75116

**Your Agent:**

Fry Ins Agency, Inc. dba Fry-Integra Ins Services  
 214 S Main St. Ste. 101-C  
 Duncanville, TX 75116  
 (972)296-9786

**Insurance Company:** Clear Blue Insurance Company

**Commercial General Liability Coverage**

Policy Number: BITX13684200		Policy Effective Dates: 12/10/2018 thru 12/10/2019		Premium	Changes
Premium:	\$921.00	Premium:	\$921.00	\$921.00	\$0.00
MGA Policy Fee:	\$90.00	MGA Policy Fee:	\$90.00	\$90.00	\$0.00
Assessments & Surcharges:	\$0.00	Assessments & Surcharges:	\$0.00	\$0.00	\$0.00
Payment Plan Setup Fee:	\$10.00	Payment Plan Setup Fee:	\$10.00	\$10.00	\$0.00
Producer Fee:	\$100.00	Producer Fee:	\$100.00	\$100.00	\$0.00
<b>Policy Total Amount Due:</b>	<b>\$1,121.00</b>	<b>Policy Total Amt Due:</b>	<b>\$1,121.00</b>	<b>\$1,121.00</b>	<b>\$0.00</b>

**Billing Activity**

	Amount	Installment Schedule	Due Date	Amount
Previous Balance Due:	\$1,121.00	Installment 1	12/10/2018	\$338.00
Payment Received:	\$0.00	* Installment 2	01/10/2019	\$95.00
Assessments & Surcharges:	\$0.00	* Installment 3	02/10/2019	\$95.00
Premium Adjustment:	\$0.00	* Installment 4	03/10/2019	\$95.00
<b>Total Balance Due:</b>	<b>\$1,121.00</b>	* Installment 5	04/10/2019	\$95.00
		* Installment 6	05/10/2019	\$95.00
		* Installment 7	06/10/2019	\$95.00
		* Installment 8	07/10/2019	\$95.00
		* Installment 9	08/10/2019	\$95.00
		* Installment 10	09/10/2019	\$95.00
		<b>Total Installment Amounts:</b>		<b>\$1,193.00</b>
		<b>* Includes an Installment Fee of:</b>		<b>\$8.00</b>

**Installment Calculation**

**Installment Type:** 10 Pay

Premium:	\$138.00		
MGA Policy Fee:	\$90.00		
Assessments & Surcharges:	\$0.00		
Payment Plan Setup Fee:	\$10.00		
Premium Adjustment:	\$0.00		
Producer Fee:	\$100.00		
<b>Total Installment Amount:</b>	<b>\$338.00</b>		

UM/1

**Messages:**

**Invoice Number:** 9999

To pay online, please visit [www.FrankCrumGA.com](http://www.FrankCrumGA.com) For billing questions, please contact your agent listed at the top right of this invoice. Any past due amounts are due immediately.

Named Insured: Abbey's Buddy, LLC

**PAYMENT COUPON**

Policy Number	Policy Period	Pay Either in Full or Total Installment Amount				Due Date
		Pay In Full	Current Installment	Past Due	Total Installment Amt	
BITX13684200	12/10/2018 - 12/10/2019	\$1,121.00	1	\$0.00	\$338.00	12/10/2018

Please write your invoice number on the check. Allow 3 to 5 days for your payment to reach us. Do not send cash or post dated checks.

**Make Checks Payable to** FrankCrum General Agency, Inc.  
 PO Box 865450  
 Orlando, FL 32886-5450

**Minimum Amount Due:** \$338.00

**Amount Enclosed:** \$ \_\_\_\_\_

01410000000000BITX136842001211201800033800001121000



## **General Liability Claim Reporting Instructions**

Welcome to FrankCrum General Agency. Thank you for choosing FCGA to handle your general liability insurance needs. We appreciate the opportunity to serve you and are committed to providing you with quality service.

Enclosed is a copy of your policy.

Our claims program emphasizes prompt reporting of all claims. Our general liability claims are administered by Cannon Cochran Management Services, Inc. (CCMSI).

In the event a claim needs to be reported, FCGA supports several methods of reporting for your convenience:

- Call our dedicated toll free claim reporting number, 877-210-2686 (available 24 x 7)
- Fax a completed ACORD claim form to 877-210-2687
- Email a completed ACORD claim form to [fcgaclaims@qrm-inc.com](mailto:fcgaclaims@qrm-inc.com).

Your insurance agent can help you complete an ACORD claim form if needed.

A CCMSI adjuster will be assigned to your claim promptly. However, if you have any questions regarding the initial reporting of your general liability claim, please do not hesitate to contact us at 727-799-1150.

Again, our toll-free claims reporting number is 1-877-210-2686.

# CLEAR BLUE INSURANCE COMPANY

100 South Missouri Avenue  
Clearwater, FL 33756

## COMMON POLICY DECLARATIONS

**POLICY NUMBER:** BITX13684200

**PREVIOUS POLICY NUMBER:** NEW

<b>COMPANY NAME</b> Clear Blue Insurance Company 100 South Missouri Avenue Clearwater, FL 33756	<b>PRODUCER NAME</b> FC0793 Fry Ins Agency, Inc. dba Fry-Integra Ins Services 214 S Main St. Ste. 101-C Duncanville, TX 75116
<b>NAMED INSURED:</b> Abbey's Buddy, LLC DBA: A&B Attic Solutions	
<b>MAILING ADDRESS:</b> 1014 Fairlawn Dr. Duncanville, TX 75116	
<b>POLICY PERIOD: FROM</b> <u>12/10/2018</u> <b>TO</b> <u>12/10/2019</u> <b>AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.</b>	

**BUSINESS DESCRIPTION** | INSULATION INSTALLATION CONTRACTOR

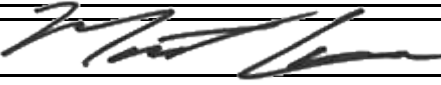
**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$921.00
TERRORISM - CERTIFIED ACTS (GENERAL LIABILITY)	INCLUDED
<b>TOTAL:</b>	\$921.00
TOTAL TAXES, SURCHARGES AND FEES (SEE SCHEDULE):	\$90.00
<b>TOTAL PAYABLE:</b>	<b>\$1,011.00</b>

**POLICY NUMBER:** BITX13684200

<b>FORMS APPLICABLE TO ALL COVERAGE PARTS (SHOW NUMBERS):</b>
See Schedule of Forms and Endorsements.

<b>Countersigned</b>	<b>By:</b> 
(Date)	(Authorized Representative)

# COMMERCIAL GENERAL LIABILITY DECLARATIONS

<b>COMPANY NAME</b> Clear Blue Insurance Company	<b>PRODUCER NAME</b> Fry Ins Agency, Inc. dba Fry-Integra Ins Services 214 S Main St. Ste. 101-C Duncanville, TX 75116
NAMED INSURED Abbey's Buddy, LLC DBA: A&B Attic Solutions	
MAILING ADDRESS 1014 Fairlawn Dr. Duncanville, TX 75116	
POLICY PERIOD: FROM <u>12/10/2018</u> TO <u>12/10/2019</u> AT 12:01 A.M. 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>\$100,000</u> Any one premises
MEDICAL EXPENSE LIMIT	<u>\$5,000</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:
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST  <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: <u>INSULATION INSTALLATION CONTRACTOR</u>

**ALL PREMISES YOU OWN, RENT OR OCCUPY**

LOC NO.	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
001-001	1014 Fairlawn Dr. Dallas Duncanville, TX 75116

**CLASSIFICATION AND PREMIUM**

LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
001-001	INSULATION INSTALLATION - MINERAL - Includes installation or application of acoustical or thermal insulating material in buildings or within building walls. Class applies only when insulation or acoustical work is performed as a separate operation, not part of or incidental to any other construction operation performed at the same job location. Excludes asbestos operations. Excludes formaldehyde products. Excludes polyurethane framing operations. TERRITORY: 001	96410	40,000 Payroll	23.020	Incl.	\$921	Incl.





**CLASSIFICATION AND PREMIUM**

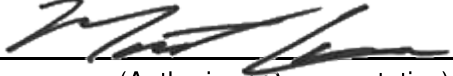
LOC NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	Automatic AI - OLC - Scheduled Person or Organization Terrorism - Certified Acts					Incl.	Incl.



	STATE TAX OR OTHER (if applicable) <u>Refer to Common Dec</u>	
	TOTAL PREMIUM (SUBJECT TO AUDIT)	\$921
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	_____
	AT EACH ANNIVERSARY	_____
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)	
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY
	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
<u>See Schedule of Forms and Endorsements</u> _____ _____ _____

**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)



# SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b> BITX13684200	<b>EFFECTIVE DATE:</b> 12/10/2018
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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 (Broad Form)  
 IL 01 68 (05-02) Texas Changes - Duties  
 IL 09 85 (01-08) Disclosure Pursuant To Terrorism Risk Insurance Act  
 FCG 1017 (03-18) Cancellation And Nonrenewal Provisions For Casualty Lines And Commercial Package Policies

**GENERAL LIABILITY**

CGLCLLTR (10-16) General Liability Claim Reporting Instructions  
 CG DS 01 (10-01) Commercial General Liability Declarations  
 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 03 00 (01-96) Deductible Liability Insurance  
 CG 20 10 (07-04) Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization  
 CG 21 36 (03-05) Exclusion - New Entities  
 CG 21 42 (12-04) Exclusion - Explosion, Collapse And Underground Property Damage Hazard (Specified Operations)  
 CG 21 47 (07-98) Employment-Related Practices Exclusion  
 CG 21 49 (09-99) Total Pollution Exclusion Endorsement  
 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 42 (11-85) Exclusion - Existence Or Maintenance Of Streets, Roads, Highways Or Bridges  
 CG 22 79 (07-98) Exclusion - Contractors - Professional Liability  
 CG 22 94 (10-01) Exclusion - Damage To Work Performed By Subcontractors On Your Behalf  
 FCGTX 2 (01-13) Pending and Prior Litigation Exclusion  
 FCGTX 4 (01-13) Demolition Exclusion  
 FCGTX 5 (01-13) Cross Suits Endorsement  
 FCGTX 6 (01-13) Punitive Damages Exclusion Endorsement  
 FCGTX 71 (01-13) Leased Workers Amendatory Endorsement  
 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 901 (01-13) Important Notice  
 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  
 FCGTX 967 (01-13) Fungus Exclusion  
 FCGTX 970 (01-13) Classification Limitation Endorsement  
 FCGTX 971 (01-13) Exclusion - Athletic or Sports Participants  
 FCGTX 973 (01-13) Underground Facility Location Condition  
 FCGTX 975 (01-13) Exclusion of Injury to Employees, Contractors and Employees of Contractors

## SCHEDULE OF FORMS AND ENDORSEMENTS

<b>POLICY NUMBER:</b> BITX13684200	<b>EFFECTIVE DATE:</b> 12/10/2018
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**NUMBER**

**TITLE**

**GENERAL LIABILITY**

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  
FCGTX 984 (01-13) Amendment of Premium Audit Conditions  
FCGTX 988a (10-14) Excluded Operations (excluding roofing and related operations)  
FCGTX 995 (01-13) Absolute Lead Exclusion  
FCGTX 996 (08-15) Recreational or Service Vehicle Exclusion  
FCGTX 997 (01-13) Electronic Media Exclusion Endorsement  
FCGTX 998 (05-13) Felony Exclusion  
FCGTX 999 (01-13) Foreign Drywall Contaminants Exclusion  
FCGTX 1002 (01-13) Additional Insured - Owners, Lessees or Contractors Automatic When  
Required in Construction Agreement With You  
FCGTX 1008 (08-13) Absolute Exclusion for Fraud, Misrepresentation, Deceit or  
Suppression or Concealment of Fact  
FCGTX 1009 (05-13) Exclusion - Open Flame Usage  
FCGTX 1011 (04-14) Exclusion - Contribution & Implied Contract Indemnification  
FCGTX 1012 (12-14) Family Member Exclusion  
FCGTX 1013 (05-15) Exclusion - Prior Completed or Abandoned Work  
TX NLC (11-09) Notice of Availability of Loss Control Information and Services

## SCHEDULE OF TAXES, SURCHARGES AND FEES

<b>POLICY NUMBER:</b> BITX13684200	<b>EFFECTIVE DATE:</b> 12/10/2018
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<b>TX MGA Fee</b>	\$90.00
<b>Total</b>	\$90.00

## 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.

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

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

**Terrorism Premium (Certified Acts)** *Included*

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):**

**Additional information, if any, concerning the terrorism premium:**

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

#### **A. Disclosure Of Premium**

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

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

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

#### **C. Cap On Insurer Participation In Payment Of Terrorism Losses**

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

# 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 side-track 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 websites for others; or
- (3) An Internet search, access, content or service provider.

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

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

### **k. Electronic Chatrooms Or Bulletin Boards**

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

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

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



**m. Pollution**

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

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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.**

## 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	\$ 500	\$
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" and "property damage", 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.** We may 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 shall promptly reimburse us for such part of the deductible amount as has been paid by us.



**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):**

All covered under FCGTX 1002 01 13

**Location(s) Of Covered Operations**

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.**

## **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.**

**EXCLUSION - EXPLOSION, COLLAPSE AND  
UNDERGROUND PROPERTY DAMAGE HAZARD  
(SPECIFIED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Location And Description Of Operations**

**Excluded Hazard(s)**

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 in Section I – Coverages:**

This insurance does not apply to "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" if any of these hazards is entered as an excluded hazard on the Schedule.

This exclusion does not apply to:

- a. Operations performed for you by others; or
- b. "Property damage" included within the "products completed operations hazard":

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

- 1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- 2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

**3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:**

- a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

**4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.**

**5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.**



**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.**

## **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 – EXISTENCE OR MAINTENANCE OF STREETS, ROADS, HIGHWAYS OR BRIDGES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL 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 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.**

## **EXCLUSION – DAMAGE TO WORK PERFORMED BY SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion I. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

### **2. Exclusions**

This insurance does not apply to:

#### **I. 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".

# **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.**

**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

## EXCLUSION - DEMOLITION

This policy does not provide coverage for:

1. BODILY INJURY or PROPERTY DAMAGE arising out of any blasting operations; or
2. BODILY INJURY or PROPERTY DAMAGE arising from the use of a "ball and chain" or similar apparatus; or
3. BODILY INJURY or PROPERTY DAMAGE arising out of the demolition of any building or structure which has an original height in excess of three stories or original height in excess of fifty (50) feet; or
4. PROPERTY DAMAGE to any abutting, adjoining, common or party wall.

# **CLEAR BLUE INSURANCE COMPANY**

**Commercial General Liability**

## **CROSS SUITS ENDORSEMENT**

It is agreed that the coverage afforded by this policy does not apply to a claim for damages arising out of Personal Injury or Property Damage, as defined, initiated, alleged, or caused to be brought about by any Insured or Additional Insured covered by this policy against any other Insured or Additional Insured covered by this policy.

# 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		
BITX13684200	12	10	2018	12:01	Abbey's Buddy, LLC	FC0793

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

# **CLEAR BLUE INSURANCE COMPANY**

**Commercial General Liability**

## **LEASED WORKERS AMENDATORY ENDORSEMENT**

The following provision is added to the Premium Audit condition contained in the CONDITIONS section of the policy:

If "leased workers" are furnished to you by a labor leasing firm and the payroll for the "leased workers" is unavailable, we will compute the premium based on 65% of the total cost of the contract for the "leased workers". This percentage (%) of the total cost will be considered payroll. The premium on such payroll will be based on the classifications and rated which would have applied if the "leased workers" had been your direct "employees".

# **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

## IMPORTANT NOTICE

### COMPLAINTS/INFORMATION:

To obtain information or make a complaint you may contact your underwriting department at:

**1-727-608-1552**

You may call Clear Blue Insurance Company toll free telephone number for information or to make a complaint at:

**1-727-608-1552**

You may also write to Clear Blue Insurance Company at:

**Clear Blue Insurance Company  
100 S. Missouri Ave.  
Clearwater, FL 33756**

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance:

**PO Box 149104  
Austin, TX 78714-9104  
Fax: (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact your agent or Clear Blue Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

## AVISO IMPORTANTE

### QUEJAS/INFORMACION:

Para obtener información o para someter una queja, puede comunicarse con su departamento de servicio al:

**1-727-608-1552**

Usted puede llamar al número de teléfono gratis de Clear Blue Insurance Company para información o para someter una queja al:

**1-727-608-1552**

Usted también puede escribir a Clear Blue Insurance Company al:

**Clear Blue Insurance Company  
100 S. Missouri Ave.  
Clearwater, FL 33756**

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o queja. al:

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

**PO Box 149104  
Austin, TX 78714-9104  
Fax: (512)475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)**

### DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con su agente o Clear Blue Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

### UNE ESTE AVISO CON SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

# 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.

# CLEAR BLUE INSURANCE COMPANY

## Commercial General Liability

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.
2. Any loss, cost, expense arising directly or indirectly out of any, some, or all:
  - 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.

# **CLEAR BLUE INSURANCE COMPANY**

**Commercial General Liability**

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

This insurance will not provide coverage or supplementary payments for defense or expense costs under any part of the policy arising out of operations not described in the Classification(s) of operations shown in the Policy Declarations or the Policy Coverage Schedule whether or not incidental.



# CLEAR BLUE INSURANCE COMPANY

Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Description of Operations:**

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

With respect to any operations shown in the Schedule, this insurance does not apply to "Bodily injury" to any person while practicing for or participating in any sports or athletic Contest or exhibition.

# 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 no locator service is available, notice shall be provided individually to those owners of "underground facilities" known to or suspected of having "underground facilities" within the area of proposed 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 known facilities have been marked. 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 facility and the owner or operator of such facilities or the one-number locator service shall be notified immediately.

"Marking" 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. Markings shall include identification letters indicating the specific type of the "underground facility".

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

"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 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, pneumoconosis, 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.

- 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.



# CLEAR BLUE INSURANCE COMPANY

## Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUDED OPERATIONS (excluding roofing and related operations)**

This insurance will not provide any coverage or supplementary payments for defense or expense costs under any part of the policy for any claim arising wholly or in part out of any:

- a) Work related to the construction, structural repair, foundation, tie-down, or transportation of mobile homes
- b) Recreational playground construction;
- c) Marine related work;
- d) Roofing or roof work, including any construction, repair, maintenance, cleaning or inspection of any roof, except chimney cleaning as provided by classification 91481 if covered;
- e) Sales, installation, service, or repair of alarm systems, , except as provided by classification 91127 if covered;
- f) Sales, installation, service, or repair of automatic fire extinguishing systems or boilers;
- g) Sales, installation, service, or repair of elevators or escalators;
- h) Sales, installation, service, or repair of wood, coal, or waste oil burning stoves;
- i) Sinkhole-related repair, remediation, or reconstruction work;
- j) Demolition or blasting operations;
- k) Oil, gas, or LPG-related work of any kind;
- l) Construction, maintenance, or repair of any bridge, dam, or sewer;
- m) Work related to ownership, operation, maintenance, or repair of any aircraft, watercraft, railroad, all-terrain vehicle, snowmobile, recreational vehicle, automobile, or motor vehicle;
- n) Street, road, highway, or right-of-way operations;
- o) Rental, lease, or repair of equipment to or for others; or
- p) 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.

# **CLEAR BLUE INSURANCE COMPANY**

## **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 including bulldozers, backhoes, loaders, forklifts, digging or earth moving equipment, or power tools.

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**

**Commercial 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, recommendations, 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 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.

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.



# CLEAR BLUE INSURANCE COMPANY

## Commercial General Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION – OPEN FLAME USAGE

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 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.

## **EXCLUSION - CONTRIBUTION & IMPLIED CONTRACT INDEMNIFICATION**

This insurance does not apply and no duty to defend is provided by us for “bodily injury”, “property damage”, “personal injury” and “advertising injury” arising wholly or in part out of any claims and/or “suits” made against any insured and/or additional insured under this policy for contribution.

This insurance does not apply and no duty to defend is provided by us for “bodily injury”, “property damage”, “personal injury” and “advertising injury” arising wholly or in part out of any claims and/or “suits” made against any insured and/or additional insured under this policy for breach of an implied in fact or implied in law contract, contractual indemnification, or common law indemnification.

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.

### EXCLUSION – PRIOR COMPLETED OR ABANDONED WORK

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

1. Date: 12/10/2018

(If no entry appears above, the Date will be the inception date of the policy to which this endorsement is made part of)

- A. This insurance does not apply and the Company shall have no duty to defend any claim or "suit" seeking damages for "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work":
  - 1. completed prior to the date shown in the schedule of this endorsement; or
  - 2. abandoned by the insured prior to the date shown in the schedule of this endorsement,
- B. Paragraph 16,a.(2).(c) of SECTION V - DEFINITIONS is deleted in its entirety and replaced by the following:

When that part of the work done at a job site has been put to its intended use by any person or organization.
- C. As used in this endorsement "abandoned" means: the failure to provide labor, materials or services for a period of ninety (90) days, despite the work set forth in the controlling construction project not being deemed complete by the Owner.

All other terms and conditions remain unchanged.

## **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.



**Abbey's Buddy, LLC**  
**1014 Fairlawn Dr.**  
**Duncanville, TX 75116**

**RE: Clear Blue Insurance Company**  
Loss Control Services for Texas General Liability Exposure  
**Policy Number: BITX13684200**

Dear Preferred Policyholder:

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

Clear Blue 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 (727)608-1552 with any questions regarding this subject.

Sincerely,  
Clear Blue Insurance Company