



Underwritten by: Hudson Insurance Company  
100 William Street  
New York, NY 10038  
  
1-212-978-2800

In Witness Whereof, the Company has caused this policy to be executed and attested.

A handwritten signature in black ink, appearing to read 'Dina Daskalakis'.

Dina G. Daskalakis  
Secretary

A handwritten signature in black ink, appearing to read 'Christy L. Gallagher'.

Christopher L. Gallagher  
President

The information contained herein replaces any similar information contained elsewhere in the policy.

# **Hudson Insurance Company**

## **POLICYHOLDER NOTICE—OKLAHOMA**

This notice is required by the Oklahoma Department of Insurance.

This policy does not provide coverage for:

Other exclusions apply. Please read the entire policy carefully to determine rights, duties and what is and is not covered. Contact your agent if you have any questions.

# Hudson Insurance Company

## CLAIM REPORTING INFORMATION

Your insurance policy has been placed with the Hudson Insurance Group,.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact the Hudson Insurance Group 24 hours a day, 7 days a week, by calling **1-800-884-1138** or email the Claims general mailbox at

[HudsonClaims300@hudsoninsgroup.com](mailto:HudsonClaims300@hudsoninsgroup.com) .

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM
<p>Call <b>1-800-884-1138</b> or visit our Web site at <a href="http://www.hudsoninsgroup.com">www.hudsoninsgroup.com</a></p> <p>In order to expedite this process, please be prepared to furnish as much of the following information as possible:</p> <ul style="list-style-type: none"><li>• Your policy number</li><li>• Date, time and location of the loss/accident</li><li>• Details of the loss/accident</li><li>• Name, address and phone number of any involved parties</li><li>• If applicable, name of law enforcement agency or fire department along with the incident number</li></ul> <p><b>Please refer to your policy for specific claim reporting requirements.</b></p>

## **Hudson Insurance Company**

100 William Street

New York, NY 10038

Tel.: 212-978-2800 Fax: 212-978-2899

# **Public Entity Policy**

**IMPORTANT:** IF ATTACHED, EMPLOYMENT PRACTICES LIABILITY COVERAGE AND FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE ARE CLAIMS MADE COVERAGES. IF ATTACHED, PUBLIC OFFICIALS LIABILITY COVERAGE MAY BE CLAIMS MADE COVERAGE OR CLAIMS MADE AND REPORTED COVERAGE. IF ATTACHED, LAW ENFORCEMENT LIABILITY COVERAGE MAY BE CLAIMS MADE COVERAGE. PLEASE READ YOUR POLICY CAREFULLY.

THIS POLICY JACKET, WITH THE COVERAGE FORM(S), DECLARATIONS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETES THIS POLICY.

*IN WITNESS WHEREOF, We have caused this policy to be executed by our President and our Corporate Secretary at New York, New York.*

Handwritten signature of Dima Daskal in black ink.

Secretary

Handwritten signature of Christy Z. Gallo in black ink.

President

**COMMON POLICY DECLARATIONS**

PEP0005271-02

Renewal of Number

Hudson Insurance Company

100 William Street  
New York, NY 10038  
Tel.: 212-978-2800 Fax: 212-978-2899

PEP0005271-03

Policy Number

## Name Insured and Mailing Address

HTG-Lawton Management LLC  
(See Schedule of Named Insureds)  
P.O. Box 286  
Lawton, OK 73502

## Agent Name and Address

Euclid Public Sector, LLC  
234 Spring Lake Drive  
Itasca, IL 60143

Policy Period

From: 12/01/2022

To: 12/01/2023

Term: 1 Year

12:01 A.M., Standard Time at your mailing address shown on the Declarations.

Business Description: Public Entity

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. Where no premium is shown, there is no coverage.

**Coverage Part(s)****Premium**

Commercial Property Coverage Part	\$ <u>Not Included</u>
Commercial General Liability Coverage Part	\$ <u>Included</u>
Law Enforcement Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Law Enforcement Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Public Officials Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Public Officials Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Employment Practices Liability Coverage Part—Claims Made Coverage	\$ <u>Included</u>
Commercial Inland Marine Coverage Part	\$ <u>Not Included</u>
Commercial Crime and Fidelity Coverage Part	\$ <u>Not Included</u>
Firefighters Professional Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
Emergency Dispatchers Liability Coverage Part—Occurrence Coverage	\$ <u>Not Included</u>
Scholastic Legal Liability Coverage Part—Claims Made Coverage	\$ <u>Not Included</u>
	\$ _____
	\$ _____
<b>Total Policy Premium</b>	<b>\$ <u>5,053.00</u></b>

Form(s) and Endorsement(s) made a part of this policy at time of issue:

Refer to Schedule of Forms and Endorsements

**THIS IS A NON-PARTICIPATING POLICY WITH REGARD TO PAYING DIVIDENDS TO POLICYHOLDERS.**

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, COMPLETE THE ABOVE-NUMBERED POLICY.

**HUDSON INSURANCE COMPANY  
SCHEDULE OF NAMED INSURED**

Policy No. PEP0005271-03

Named Insured HTG-Lawton Management LLC

NAMED INSURED SCHEDULE

HTG-Lawton Management LLC  
Hendrickson Transportation Group LLC  
dba The Lawton Area Transit System

# Hudson Insurance Company

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No.: PEP0005271-03

Effective Date: 12/01/2022

12:01 A.M. Standard Time

Named Insured: HTG-Lawton Management LLC

<u>Form</u>	<u>Edition</u>	<u>Name</u>
<b><u>Common Forms</u></b>		
UTI-COVPG	01-16	Cover Page
NOTN0046OK	02-00	Policyholder Notice - Oklahoma
NOTX0178CW	02-06	Claim Reporting Information
PE-J-2	03-00	Public Entity Policy
PE-D-4	10-20	Common Policy Declarations and Schedule of Named Insureds
UT-SP-2	12-95	Schedule of Forms and Endorsements
IL P 001	01-04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
IL 00 17	11-98	Common Policy Conditions
PE-COM-1	10-20	Public Entity Common Policy Conditions
PE-COM-2	10-20	Public Entity Policy Common Liability Exclusions and Common Liability Definitions
IL 09 85	12-20	Disclosure Pursuant to Terrorism Risk Insurance Act
IL 01 79	10-02	Oklahoma Notice
IL 02 36	09-07	Oklahoma Changes - Cancellation & Nonrenewal
PE-57s-OK	06-13	Amendatory Endorsement - Oklahoma
PE-58s-OK	04-00	Asbestos Exclusion - Oklahoma
PE-344	03-21	Cyber Exclusion
PE-344s	05-21	Cyber Exclusion
<b><u>General Liability Forms</u></b>		
PE-SD-4	06-13	Commercial General Liability Coverage Part Supplemental Declarations Occurrence Coverage
PE-328s	06-13	Exclusion - Dams
PE-331s	06-13	Public Entity Enhanced General Liability Extension Endorsement
PE-335s	06-13	Public Entity Employee Benefit Liability
CG 00 01	04-13	Commercial General Liability Coverage Form
IL 00 21	09-08	Nuclear Energy Liability Exclusion Endorsement
CG 20 26	04-13	Additional Insured - Designated Person or Organization
CG 20 26	04-13	Additional Insured - Designated Person or Organization
CG 21 06	05-14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47	12-07	Employment - Related Practices Exclusion
CG 21 56	04-13	Exclusion - Funeral Services
CG 21 67	12-04	Fungi or Bacteria Exclusion
CG 21 84	01-15	Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism
CG 22 31	07-98	Exclusion - Riot, Civil Commotion or Mob Action - Governmental
UT-SP-2 (12-95)		



**Subdivisions**

CG 22 43	04-13	Exclusion - Engineers, Architects or Surveyors Professional Liability
CG 22 44	04-13	Exclusion - Services Furnished by Health Care Providers
CG 22 50	04-13	Exclusion - Failure to Supply
CG 22 51	07-98	Exclusion- Law Enforcement Activities
CG 22 56	07-98	Exclusion - Injury to Volunteer Firefighters
CG 22 96	04-13	Limited Exclusion - Personal and Advertising Injury - Lawyers
CG 24 04	12-19	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)
GL-341s	08-12	Hydraulic Fracturing Exclusion
UT-3g SAMEXL	01-20	Sexual Abuse and/or Molestation Liability Exclusion
UT-74g	08-95	Punitive or Exemplary Damage Exclusion
UT-266g	05-98	Asbestos Exclusion
UT-267g	05-98	Lead Contamination Exclusion
HUD-GL 3066	06-20	Fungi, Virus or Bacteria Exclusion

**Employment Practices Forms**

PE-SD-7	07-99	Employment Practices Liability Coverage Part Supplemental Declarations Claims Made Coverage
PE-EPLI-2	06-12	Public Entity Policy Employment Practices Liability Coverage Form Claims Made Coverage
PE-117s	03-00	Retroactive Date Endorsement
PE-168s	01-98	Changes - Who Is An Insured (Boards, Commissions and Other Units Exception) (PEP II)
PE-315s	06-12	Third Party Coverage Endorsement

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

# 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.

# Hudson Insurance Company

## PUBLIC ENTITY COMMON POLICY CONDITIONS

The Coverage Forms shown below are subject to the following Common Policy Conditions:

**Law Enforcement Liability Coverage Form (Occurrence Coverage)**  
**Law Enforcement Liability Coverage Form (Claims Made Coverage)**  
**Public Officials Liability Coverage Form (Occurrence Coverage)**  
**Public Officials Liability Coverage Form (Claims Made Coverage)**  
**Public Officials Liability Coverage Form (Claims Made and Reported Coverage)**  
**Employment Practices Liability Coverage Form (Claims Made Coverage)**  
**Emergency Dispatchers Liability Coverage Form (Occurrence Coverage)**  
**Firefighters Professional Liability Coverage Form (Claims Made Coverage)**  
**Scholastic Legal Liability Coverage Form (Claims Made Coverage)**

Please refer to the Common Policy Declarations to determine which of these coverages applies to your insurance policy.

### 1. Bankruptcy

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

### 2. Cancellation

- a. The first Named Insured shown in the Common Policy Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
  - (2) Sixty (60) days before the effective date of cancellation, if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

### 3. When We Do Not Renew

- a. If we decide not to renew this policy, we will mail or deliver written notice of non-renewal to the first Named Insured at least sixty (60) days before the end of the "policy period."
- b. If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.

### 4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Common Policy 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.

5. Examination Of Your Books And Records

We may examine your books and records as they relate to this policy at any time during the "policy period" and up to three years afterward. We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this policy.

6. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

7. Liberalization

If we adopt a change during the "policy period" in this form or rules that would broaden the coverage of this policy without charge, such broader coverage will apply to this policy when the change becomes effective in your state. Such broader coverage applies only until the end of the "policy period."

8. Premiums

- a. The first Named Insured:
  - (1) Is responsible for payment of all premiums when due; and
  - (2) Will be the payee for any return premiums we pay.
- b. 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.

9. Transfer Of Your Rights And Duties Under This Policy

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

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.

10. Conflicting Statutes

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are hereby amended to conform to such statutes.

11. Representations

By accepting this policy, you agree:

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

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

12. Legal Action Against Us

No person or organization has a right under this policy:

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the limit of liability.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

13. Separation Of Insureds

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

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

14. Transfer Of Rights Of Recovery Against Others To Us

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

# Hudson Insurance Company

## PUBLIC ENTITY POLICY

### COMMON LIABILITY EXCLUSIONS AND COMMON LIABILITY DEFINITIONS

The Coverage Forms shown below are subject to the following Common Liability Exclusions and Common Liability Definitions:

**Law Enforcement Liability Coverage Form (Occurrence Coverage)**  
**Law Enforcement Liability Coverage Form (Claims Made Coverage)**  
**Public Officials Liability Coverage Form (Occurrence Coverage)**  
**Public Officials Liability Coverage Form (Claims Made Coverage)**  
**Public Officials Liability Coverage Form (Claims Made and Reported Coverage)**  
**Employment Practices Liability Coverage Form (Claims Made Coverage)**  
**Emergency Dispatchers Liability Coverage Form (Occurrence Coverage)**  
**Firefighters Professional Liability Coverage Form (Claims Made Coverage)**  
**Scholastic Legal Liability Coverage Form (Claims Made Coverage)**

Please refer to the Common Policy Declarations to determine which of these coverages applies to your insurance policy.

#### A. COMMON LIABILITY EXCLUSIONS

The following exclusions apply to the liability coverages designated in the Common Policy Declarations. Refer to the individual coverage forms for additional exclusions.

This policy does not apply to:

##### 1. Pollution

- a. "Bodily injury," "property damage" or "personal injury" arising out of, or "wrongful act(s)" which result in the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

Paragraph 1.a. does not apply to "bodily injury," "property damage" or "personal injury" arising out of, or "wrongful act(s)" which result in heat, smoke or fumes from a hostile fire:

- (1) At or from any Named Insured's premises; or
- (2) At or from any site or location on which any Named Insured or any contractors or subcontractors working directly or indirectly on any Named Insured's behalf are performing operations.

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

- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
  - (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.

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

## 2. War

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

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

## 3. Asbestos

Injury or damage arising out of:

- a. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- b. The use of asbestos in construction or manufacturing any good, product or structure;
- c. The removal of asbestos from any good, product or structure; or
- d. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of "claim" or "suit" related to any of the above.

This exclusion does not apply in the following states: New Jersey, Pennsylvania, Oklahoma and Vermont.

## 4. Nuclear Energy Liability

- a. Any injury or 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 or with any person or organization.
- b. Expenses incurred under Medical Payments Coverage, 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. Any injury or damage resulting from the "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 injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operations 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 c. applies only to “property damage” to such “nuclear facility” and any property thereat.

As used in this exclusion:

“Hazardous properties” includes radioactive, toxic or explosive properties.

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

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

“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 paragraphs a. and b. 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;

Injury or damage includes all forms of radioactive contamination of property.

5. Dams

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of, or "wrongful act(s)" which result in the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike that you own, operate, use, maintain, license, permit or inspect, or located on any property you rent or lease including a sublease.

6. Eminent Domain

Any injury or damage arising out of or resulting from a taking that involves or is in any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription or dedication by adverse use or by whatever name used, whether "claim(s)" is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

7. Workers Compensation and Similar Laws

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

**B. COMMON LIABILITY DEFINITIONS**

Throughout this policy words and phrases that appear in quotation marks are defined terms. The following definitions apply to the Liability coverages designated in the Common Policy Declarations. Please refer to the individual coverage forms for additional definitions.

1. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment."
2. "Bodily injury" means bodily injury, mental anguish, emotional distress, sickness or disease sustained by any person, including death resulting from any of these at any time.
3. "Coverage territory" means all parts of the world if the insured's responsibility to pay damages is determined in a "suit" brought in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.
4. "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."
5. "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, but any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment," if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

- 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 5.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 5.a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - (1) Equipment designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing;
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- 6. "Policy period" means the period beginning with the inception date shown in the Common Policy Declarations and ending with the earlier of:
  - a. The date of cancellation of this policy; or
  - b. The expiration date shown in the Common Policy Declarations.
- 7. "Wrongful act(s)" means "law enforcement wrongful act(s)," "public officials wrongful act(s)," "employment practices wrongful act(s)," "emergency dispatchers wrongful act(s)," "firefighters wrongful act(s)," or "scholastic legal liability wrongful acts."

**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**

<b>SCHEDULE – PART I</b>
<b>Terrorism Premium (Certified Acts)    \$26.00</b> This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):  <b>Commercial General Liability Coverage Part</b>   <b>Additional information, if any, concerning the terrorism premium:</b>
<b>SCHEDULE – PART II</b>
<b>Federal share of terrorism losses       80    %</b> (Refer to Paragraph <b>B.</b> in this endorsement.)
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 a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) 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 calendar year, 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 calendar year 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.

## OKLAHOMA NOTICE

The following statement is added to the policy:

**WARNING:**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy, containing any false, incomplete or misleading information, is guilty of a felony.

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

## **OKLAHOMA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY 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 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.

After coverage has been in effect for more than 45 business days or after the effective date of a renewal of this policy, no notice of cancellation will be issued by us unless it is based on at least one of the following reasons:

- (1)** Nonpayment of premium;
- (2)** Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any claims submitted under it;
- (3)** Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
- (4)** The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;

**(5)** A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;

**(6)** A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;

**(7)** Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or

**(8)** Loss of or substantial changes in applicable reinsurance.

**B.** The following are added to the Common Policy Conditions and supersede any provisions to the contrary:

### **1. Nonrenewal**

**a.** If we elect not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least 45 days before:

- (1)** The expiration date of this policy; or
- (2)** An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
- c. If notice is mailed:
  - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - (2) Proof of mailing will be sufficient proof of notice.
- d. If notice of nonrenewal is **not** mailed or delivered at least 45 days before the expiration date or an anniversary date of this policy, coverage will remain in effect until 45 days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
- e. We will **not** provide notice of nonrenewal if:
  - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
  - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
- f. If we have provided the required notice of nonrenewal as described in **B.1.a.** above, and thereafter extend the policy for a period of 90 days or less, we will **not** provide an additional nonrenewal notice with respect to the period of extension.

## 2. Premium Or Coverage Changes At Renewal

- a. If we elect to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- b. Any such notice will be mailed or delivered to the first Named Insured at least 45 days before:
  - (1) The expiration date of this policy; or
  - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.

- c. If notice is mailed:
  - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
  - (2) Proof of mailing will be sufficient proof of notice.
- d. If the first Named Insured accepts the renewal, the premium increase or coverage changes will be effective the day following the prior policy's expiration or anniversary date.
- e. If notice is **not** mailed or delivered at least 45 days before the expiration date or anniversary date of this policy, the premium, deductible, limits and coverage in effect prior to the changes will remain in effect until:
  - (1) 45 days after notice is given; or
  - (2) The effective date of replacement coverage obtained by the insured;
 whichever occurs first.  
 If the first Named Insured then elects **not** to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.
- f. We will **not** provide notice of the following:
  - (1) Changes in a rate or plan filed pursuant to the Property and Casualty Competitive Loss Cost Rating Act applicable to an entire class of business;
  - (2) Changes which are based upon the altered nature or extent of the risk insured; or
  - (3) Changes in policy forms filed with or approved by the Insurance Commissioner and applicable to an entire class of business.



# Hudson Insurance Company

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **AMENDATORY ENDORSEMENT—OKLAHOMA**

- A. Condition 2. Cancellation of the **PUBLIC ENTITY COMMON POLICY CONDITIONS** is deleted in its entirety and is replaced by the following:

2. Cancellation

- a. The first Named Insured shown in the Common Policy Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
  - (2) Sixty (60) days before the effective date of cancellation, if we cancel for any other reason.
- c. If this policy is in effect for forty-five (45) business days or less and is not a renewal of a policy we issued, we may cancel for any reason.
- d. If this policy has been in effect for more than forty-five (45) business days or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:
  - (1) Nonpayment of premium;
  - (2) Discovery of fraud or material misrepresentation in the procurement of the insurance or with respect to any "claims" submitted under it;
  - (3) Discovery of willful or reckless acts or omissions by you that increase any hazard insured against;
  - (4) The occurrence of a change in the risk that substantially increases any hazard insured against after insurance coverage has been issued or renewed;
  - (5) A violation of any local fire, health, safety, building, or construction regulation or ordinance with respect to any covered property or its occupancy that substantially increases any hazard insured against;
  - (6) A determination by the Insurance Commissioner that the continuation of the policy would place us in violation of the insurance laws of this state;
  - (7) Your conviction of a crime having as one of its necessary elements an act increasing any hazard insured against; or
  - (8) Loss of or substantial changes in applicable reinsurance.

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- e. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
  - f. Notice of cancellation by us will state the effective date of the cancellation. The "policy period" will end on that date.
  - g. If this policy is canceled, 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.
  - h. If notice is mailed, proof of mailing will be sufficient proof of notice.
- B. Condition 3. When We Do Not Renew of the **PUBLIC ENTITY COMMON POLICY CONDITIONS** is deleted in its entirety and is replaced by the following:
3. When We Do Not Renew
- a. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to the first Named Insured at least sixty (60) days before:
    - (1) The end of the "policy period"; or
    - (2) An anniversary date of this policy, if it is written for a term longer than one year or with no fixed expiration date.
  - b. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us.
  - c. If notice is mailed:
    - (1) It will be considered to have been given to the first Named Insured on the day it is mailed.
    - (2) Proof of mailing will be sufficient proof of notice.
  - d. If notice of nonrenewal is not mailed or delivered at least sixty (60) days before the end of the "policy period" or an anniversary date of this policy, coverage will remain in effect until sixty (60) days after notice is given. Earned premium for such extended period of coverage will be calculated pro rata based on the rates applicable to the expiring policy.
  - e. We will not provide notice of nonrenewal if:
    - (1) We, or another company within the same insurance group, have offered to issue a renewal policy; or
    - (2) You have obtained replacement coverage or have agreed in writing to obtain replacement coverage.
  - f. If we have provided the required notice of nonrenewal as described in 3.a. above, and thereafter extend the policy for a period of ninety (90) days or less, we will not provide an additional nonrenewal notice with respect to the period of extension.

**C. The following Condition is added to the **PUBLIC ENTITY COMMON POLICY CONDITIONS**:**

**Premium Or Coverage Changes At Renewal**

- 1. If we decide to renew this policy, we will give written notice of any premium increase, change in deductible, or reduction in limits or coverage, to the first Named Insured, at the last mailing address known to us.
- 2. Any such notice will be mailed or delivered to the first Named Insured at least sixty (60) days before:

- If the first Named Insured then elects not to renew, any earned premium for the resulting extended period of coverage will be calculated pro rata at the lower of the new rates or rates applicable to the expiring policy.

- D. The first paragraph of **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE**, **SECTION VII—EXTENDED REPORTING PERIOD** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM CLAIMS MADE AND REPORTED COVERAGE**, **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL** of the **LAW ENFORCEMENT LIABILITY COVERAGE FORM CLAIMS MADE COVERAGE** and **SECTION VII—EXTENDED REPORTING PERIOD—BASIC AND OPTIONAL SUPPLEMENTAL—COVERAGE A ONLY** of the **FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM** is deleted in its entirety and is replaced by the following:

An Extended Reporting Period, described below, will be provided if this Coverage Form is canceled or nonrenewed, except for nonpayment of premium, or if we renew or replace coverage with insurance that:

- a. Has a retroactive date; or
- b. Provides coverage on other than a Claims Made basis.

James E. Margulis / \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE

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# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASBESTOS EXCLUSION—OKLAHOMA

The following exclusion is added to **A. COMMON LIABILITY EXCLUSIONS** of the **COMMON LIABILITY EXCLUSIONS AND COMMON LIABILITY DEFINITIONS**.

The coverage afforded by this policy does not apply to injury or damage arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in construction or manufacturing any good, product or structure;

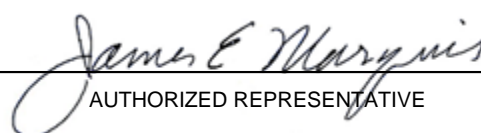
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense of "claim" or "suit" related to any of the above.

By signing below, the Named Insured agrees to accept the terms and conditions of this endorsement.

\_\_\_\_\_  
Insured's Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

**LAW ENFORCEMENT LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)**  
**LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)**  
**PUBLIC OFFICIALS LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)**  
**PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)**  
**PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE AND REPORTED COVERAGE)**  
**EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)**  
**EMERGENCY DISPATCHERS LIABILITY COVERAGE FORM (OCCURRENCE COVERAGE)**  
**FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)**  
**SCHOLASTIC LEGAL LIABILITY COVERAGE FORM (CLAIMS MADE COVERAGE)**

**A. SECTION II – EXCLUSIONS** is amended to include the following:

We will not be obligated to make any payment for any damage or **"claim"** nor to defend any **"suit"** in connection with any **"claim"** made against the insured:

Based upon, arising from or attributable to, in whole or in part, a cyber incident which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage or “**claim**” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage or “**claim**”.

James E. Margulis /  
AUTHORIZED REPRESENTATIVE DATE

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# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CYBER EXCLUSION

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL INLAND MARINE COVERAGE FORM  
BUILDERS RISK COVERAGE FORM  
GOVERNMENT CRIME COVERAGE FORM (LOSS SUSTAINED FORM)**


A. The following exclusion is added to the **EXCLUSIONS** section of each Coverage Form listed above:

This insurance does not apply to and we will not be obligated to make any payment nor to defend any suit in connection with any claim made against the insured:

Based upon, arising from or attributable to, in whole or in part, a cyber incident which includes, but is not limited to:

- a. Unauthorized access to or use of any computer system (including electronic data).
- b. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer or computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
- c. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.
- d. Expenses for breach management or other incident response related to paragraphs a. through c, inclusive, above.
- e. Financial loss or other theft of funds or property related to paragraphs a. through d., inclusive, above.
- f. Expenses or payments to recover data, computers, or computer systems related to an actual or threatened event that is related to paragraphs b. and c. above.
- g. Regulatory fines, penalties and related defense expenses which relate to paragraphs a. through f., inclusive, above.

Such damage or claim is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the damage or claim.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE / DATE

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# Hudson Insurance Company

## COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS OCCURRENCE COVERAGE

These supplemental declarations form a part of policy number: PEP0005271-03

COVERAGE	LIMITS OF LIABILITY
Each Occurrence Limit.....	\$1,000,000
Personal Injury And Advertising Injury Limit .....	\$1,000,000 any one person or organization
Damage to Premises Rented To You Limit.....	\$100,000 any one premises
Medical Expense Limit.....	\$5,000 any one person
General Aggregate Limit (other than Products/Completed Operations) .....	\$2,000,000
Products/Completed Operations Aggregate Limit.....	\$2,000,000

**FORMS AND ENDORSEMENTS** (other than applicable forms and endorsements shown elsewhere in the policy).  
Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:  
Refer to Schedule of Forms and Endorsements

THIS SUPPLEMENTAL DECLARATION TOGETHER WITH THE COMMON POLICY DECLARATIONS,  
COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE  
THE ABOVE-NUMBERED POLICY.

**ENDORSEMENT**  
**NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION—DAMS

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

## SCHEDULE

**Description And Location Of Premises:**

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

[If left blank this exclusion applies in all states to all dams]:

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:

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of, or "wrongful act(s)" which result in the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike that you own, operate, use, maintain, license, permit or inspect, or located on any property you rent or lease including a sublease.

James E. Margulis / DATE  
AUTHORIZED REPRESENTATIVE



# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **PUBLIC ENTITY ENHANCED GENERAL LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

#### **A. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS**

This endorsement is subject to the provisions of the policy to which it is attached. The following are added to **SECTION I—COVERAGES**:

Additional Coverages	Each Occurrence	Coverage Aggregate
<b>Crisis Management Emergency Response Expenses</b>	<b>\$10,000</b>	<b>\$30,000</b>
<b>Identity Theft Expenses</b>	<b>\$10,000</b>	<b>\$30,000</b>
<b>Workplace Violence Counseling</b>	<b>\$10,000</b>	<b>\$30,000</b>

#### **1. ADDITIONAL COVERAGES**

##### **a. Crisis Management Emergency Response Expenses**

- (1) We will reimburse you for “crisis management emergency response expenses” incurred because of a “crisis event” to which this insurance applies. The “crisis event” must take place during the policy period and within the coverage territory. The amount of such reimbursement is limited to \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No other obligation or liability to pay sums or perform acts or services is covered. No deductible applies to this coverage.
- (2) We will reimburse only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached and reported to us within six months of the date the “crisis event” was initiated.

##### **b. Identity Theft Expenses**

We will reimburse any elected or appointed officials of the Named Insured for “Identity Theft Expenses” incurred as the direct result of any “Identity Theft” that occurs during the policy period. The limit for this coverage will be \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No deductible applies to this coverage.

##### **c. Workplace Violence Counseling**

In the event that “workplace violence” occurs at any of the insured’s premises during the policy period, the Company will reimburse the Insured for expenses incurred for the emotional

counseling of any employee, temporary worker or volunteer worker of the Insured during the policy period. The limit for this coverage will be \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No deductible applies to this coverage.

## **2. LIMITS OF LIABILITY**

- a. When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Liability.
- b. If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum Limits of Liability under all such coverage parts or policies combined shall not exceed the highest applicable Limits of Liability or Limit of Insurance under any one coverage part or policy.
- c. Limit of Liability or Limits of Insurance identified in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are not excess of, but are in addition to the applicable Limits of Insurance stated in the Declarations.
- d. The coverage aggregate limits shown in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are the most we will pay for the Additional Coverages to which this endorsement applies, regardless of the number of:
  - (1) Insureds;
  - (2) "Crisis events"; "Identity Theft" acts; or "Workplace Violence" offenses; or
  - (3) Persons or organizations making claims or bringing "suits."

### **B. The Exclusions section is amended as follows:**

- 1. The following exclusions are added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph 2. **Exclusions**:

This insurance does not apply to:

#### **a. Lawyer's Professional Liability**

Any injury or damage arising out of the rendering or failure to render professional services, by any person acting in the capacity as a lawyer.

#### **b. Landfills**

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of:

- (1) The ownership, maintenance or use of the landfill shown in the schedule or any property located on these premises;
- (2) Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Goods or products manufactured at, or distributed from those premises.

However, this exclusion does not apply to:

- (a) Your liability for "bodily injury" occurring on these landfills; or
- (b) Your liability for "property damage" to non-owned autos on these landfills.

#### **c. Airports**

"Bodily injury," "property damage," "personal injury" or "advertising injury" arising out of activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that you own,

operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease.

**d. Jails**

“Bodily injury,” “property damage,” “personal injury” or “advertising injury” arising out of the operation, maintenance or use of any jail, jail premises, holding cell or detention cell.

**e. Eminent Domain**

Any injury or damage arising out of or resulting from a taking that involves or is in any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription or dedication by adverse use or by whatever name used, whether claim(s) is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

**2. The following is added to SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion c. Liquor Liability:**

However, this exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at functions or activities that:

- a.** Do not exceed five consecutive days in duration per activity or function; and
- b.** Are sponsored by you or others on your behalf.

As long as the total number of all activities or functions does not exceed ten (10) calendar days per “policy period.”

**3. Under SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion e. Employers Liability, subparagraph (1), item (b) is replaced by:**

- (b)** Performing duties related to the conduct of the insured’s business, except with respect to the rendering or failure to render emergency aid or emergency paramedical services to “employees” of the insured by any nurse, emergency medical technician, or paramedic who is employed by the insured to provide such services; or

**4. Under SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion f. Pollution, the following is added to paragraph (1) item (d):**

However, subparagraph **(d)** does not apply to the storage, application, or use of any pesticide herbicide, fungicide, or fertilizer by you or on your behalf, if such application or use meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state, or local government which apply to those operations. This includes, but is not limited to, the use of such substances in the treatment of sewage facilities, swimming pools, or water utilities.

**5. The following are added to SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS, paragraph 2. Exclusions:**

We will not pay expenses for “bodily injury” to any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of your facilities.

**C. Under SECTION I—COVERAGES, SUPPLEMENTARY PAYMENTS—COVERAGES A AND B, paragraph 1., subparagraph b. and d. are replaced by:**

- 1.** Up to \$2,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this Coverage Form applies. We do not have to furnish these bonds.

2. 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 \$1,000 per day because of time off from work.

**D. SECTION II—WHO IS AN INSURED** is replaced by:

1. Each of the following is an insured:

- a. You;
- b. Any commission, board, authority, administrative department or other similar unit operated by or under your jurisdiction;
- c. Your "employees" and authorized volunteers, including emergency medical technicians and paramedics; but only for acts within the scope of their employment as authorized by you or as covered under paragraph 2. **Who Is An Insured Extension—Good Samaritan Liability** of this section D. However, none of these "employees" or authorized volunteers is an insured for:
  - (1) "Bodily injury" or "personal injury" to co-"employees" or volunteers while in the course of their employment or while acting on your behalf, except for "bodily injury" arising out of the administration of emergency aid, as authorized by you, by one "employee" or volunteer to another;
  - (2) "Bodily injury" or "personal injury" arising out of providing or failing to provide professional health care services, but only if the "employee" or volunteer is licensed as a physician, dentist, psychiatrist or nurse; or
  - (3) "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;
      - (i) You; or
      - (ii) Any of your "employees";
- d. Any duly elected or appointed officials and members of your governing body;
- e. Any person or organization with whom you agreed, pursuant to a written or oral "insured contract," to provide insurance such as is afforded under this Coverage Form, but only with respect to your operations, "your work," or facilities owned or used by you.

This provision applies only:

- (1) If the injury or damage occurs subsequent to the execution of such "insured contract"; and
- (2) While such "insured contract" is in force, or until the end of the "policy period," whichever is earlier; and
- (3) To any person or organization not insured under any endorsements forming a part of this policy.

In addition to the foregoing, none of the following are insureds:

- (a) Lessors of equipment with respect to injury or damage arising out of such lessors' sole negligence;
- (b) Owners, managers, or lessors of land or premises, with respect to:
  - (i) Any "occurrence" or offense which takes place after you cease to lease such land, or you cease to be a tenant in that premises; or

- (ii) Structural alterations, new construction or demolition operations performed by or on their behalf.
- f. Any organization you newly acquire or form, other than a joint venture, 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:
  - (1) Coverage under this provision is afforded only until the one hundred twentieth (120<sup>th</sup>) day after you acquire or form the organization, or the end of the “policy period,” whichever is earlier.
  - (2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
  - (3) Coverage does not apply to “personal injury” or “advertising injury” arising out of an offense committed before you acquired or formed the organization.
  - (4) Coverage does not apply to “employee benefits injury” arising out of an offense committed before you acquired or formed the organization.
  - (5) We reserve the right within the one hundred twenty (120) day coverage period to endorse your policy to exclude coverage for the new organization; we will provide thirty (30) days’ notice before such new organization is excluded.

We may make an additional premium charge for the new organization for any period covered, including the first one hundred twenty (120) days.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured in the Common Policy Declarations.

## **2. Who Is An Insured Extension—Good Samaritan Liability**

Your employed and authorized volunteer nurses, volunteer firefighters, emergency medical technicians and paramedics are additional insureds for actions which they render or fail to render at the scene of an accident or medical emergency requiring sudden action for humanitarian reasons.

The scene of such accident or medical emergency may be outside the scope of their employment with you or outside your jurisdiction.

However, this insurance will not apply if the nurses, emergency medical technicians, and paramedics are performing those actions on behalf of another medical emergency organization for which they may be either “employees” or volunteers.

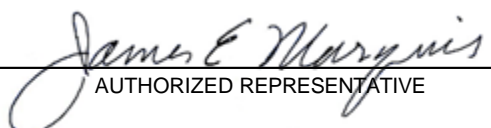
## **E. Under SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, subparagraph a. is replaced by:**

- 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 under this policy. This requirement applies only when such “occurrence” or offense is known to any of the following:
  - (1) You;
  - (2) Any “executive officer” or insurance manager of an insured; or
  - (3) Any elected or appointed official, if an insured is a political subdivision or public entity.

## **F. SECTION V—DEFINITIONS is amended as follows:**

- 1. The following definitions are added:
  - a. “Crisis Event” means an occurrence resulting from a man-made emergency situation, which results in significant adverse regional or national media coverage about you including, but not limited to:

- (1) Intentional acts, except those committed by you or your employees, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism (if coverage under the Terrorism Risk Insurance Act is elected under the policy);
  - (2) A building, structure or equipment collapse not caused by an act of nature;
  - (3) An automobile, watercraft or aircraft accident;
  - (4) Spread of food-borne illness; or
  - (5) An explosion.
- b. "Crisis Management Emergency Response Expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
- c. "Crisis Management Firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
- d. "Identity Theft," means the act of knowingly transferring or using, without lawful authority, a means of identification of an Officer or Director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under an applicable state or local law.
- e. "Identity Theft Expenses," means:
- (1) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
  - (2) Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; or
  - (3) Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- f. "Workplace Violence," means any intentional use of or threat to use deadly force by any person, with intent to cause harm and that results in bodily injury, or death of a member of the Insured or any other person while on the insured's premises.
2. Definition 3. "Bodily Injury" is replaced by:
3. "Bodily injury" means bodily injury, mental anguish, emotional distress, sickness or disease sustained by any person, including death resulting from any of these at any time.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PUBLIC ENTITY EMPLOYEE BENEFIT LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage	Limits of Liability
Employee Benefits Programs	\$1,000,000 Each Employee \$2,000,000 Aggregate

A. The following is added to the **SECTION I—COVERAGES**:

#### COVERAGE—EMPLOYEE BENEFITS LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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 to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph E. **(SECTION III—LIMITS OF INSURANCE)** of this endorsement; 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.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of the Commercial General Liability Coverage Form.

- b. This insurance applies to damages only if:

- (1) The act, error or omission is negligently committed in the “administration” of your “employee benefit program”;
- (2) The act, error or omission takes place in the “coverage territory,” and;
- (3) The act, error or omission occurs during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonest, Fraudulent, Criminal Or Malicious Acts

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. InsufficiencyOf Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

### e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

### f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### h. AvailableBenefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including but not limited to those imposed under the Internal Revenue Code or any similar state or local law.

### j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.



- B.** For the purposes of the coverage provided by this endorsement the following applies to the **SUPPLEMENTAL PAYMENTS—COVERAGES A AND B**:
1. All references to **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS—COVERAGES A, B AND EMPLOYEE BENEFITS LIABILITY**.
  2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.
- C.** For the purposes of the coverage provided by this endorsement, **SECTION II—WHO IS AN INSURED** is replaced by the following:
1. You.
  2. Any commission, board, authority, administration department or other similar unit operated by or under your jurisdiction who is or was authorized to administer your “employee benefit program.”
  3. Each of your “employees” who is or was authorized to administer your “employee benefit program.”
  4. Any duly elected or appointed officials and members of your governing body who is or was authorized to administer your “employee benefit program.”
  5. Any organization you newly acquire or form, other than a joint venture or, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance available to that organization. However:
    - a. Coverage under this provision is afforded only until the one hundred twentieth (120<sup>th</sup>) day after you acquire or form the organization or the end of the policy period, whichever is earlier.
    - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
- D.** For the purposes of the coverage provided by this endorsement, **SECTION III—LIMITS OF INSURANCE** is replaced by the following:
1. **Limits Of Insurance**
    - a. The Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
      - (1) Insureds;
      - (2) “Claims” made or “suits” brought;
      - (3) Persons or organizations making “claims” or bringing “suits”;
      - (4) Acts, errors or omissions; or
      - (5) Benefits included in your “employee benefit program.”
    - b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the “administration” of your “employee benefit program.”
    - c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one “employee,” including damages sustained by such “employee’s” dependents and beneficiaries, as a result of:
      - (1) An act, error or omission; or

(2) A series of related acts, errors or omissions;

negligently committed in the “administration” of your “employee benefit program.”

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the “employee benefit program.”

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

E. For the purposes of the coverage provided by this endorsement, Conditions **2.** and **4.** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or “Claim” Or “Suit”**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a “claim.” To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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 an act, error or omission 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 without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, 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**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis and that applies to an act, error or omission.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

**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 limits of insurance of all insurers.

**F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **SECTION V—DEFINITIONS** Section:**

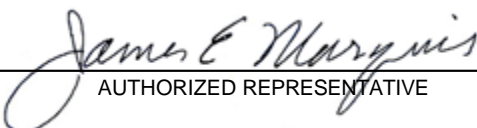
**1. "Administration" means:**

- a.** Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b.** Handling records in connection with the "employee benefit program"; or
- c.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

- 2.** "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
- 3.** "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
- 4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- G. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** section are replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
  - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission 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.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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## 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 attorneys' 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 attorneys' 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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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 whether the insured may be liable as an employer or in any other capacity and 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 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 seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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

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

**k. Damage To Your Product**

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

**l. Damage To Your Work**

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

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

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

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

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

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

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

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

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

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

**o. Personal And Advertising Injury**

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

**p. Electronic Data**

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

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

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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, in any manner, 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, in any manner, 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. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

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

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

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

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

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

**k. Electronic Chatrooms Or Bulletin Boards**

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

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

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

**m. Pollution**

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

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

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

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

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

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

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

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

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

#### **c. Injury On Normally Occupied Premises**

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

### **d. Workers' Compensation And Similar Laws**

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

### **e. Athletics Activities**

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

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

## SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also 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 Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

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

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

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage **B**.

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

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

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

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

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

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

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

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

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

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

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

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

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

##### c. Method Of Sharing

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

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

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

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

**9. "Insured contract" means:**

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

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

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

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

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

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

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

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

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

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

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

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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.**

## **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  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY**

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

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

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

## **ADDITIONAL INSURED – DESIGNATED 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):**

The City Transit Trust  
212 SW 9th St.  
Lawton, OK 73501

Terry K Bell II Trust  
2505 SE 6th Street  
Lawton, OK 73501

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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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

## **ADDITIONAL INSURED – DESIGNATED 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):**

Where Required By 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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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.

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

#### 2. Exclusions

This insurance does not apply to:

#### **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

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

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to:

"Bodily injury" to:

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

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

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

This exclusion applies:

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

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

## **EXCLUSION – FUNERAL SERVICES**

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:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of errors or omissions in the handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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", or the offense which caused the "personal and advertising injury", involved errors or omissions in the handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- 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:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

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

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

**EXCLUSION OF CERTIFIED NUCLEAR,  
BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS  
OF TERRORISM; 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

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism". However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

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

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

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

## **EXCLUSION – RIOT, CIVIL COMMOTION OR MOB ACTION – GOVERNMENTAL SUBDIVISIONS**

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**:

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

1. Riot, civil commotion or mob action; or
2. Any act or omission in connection with the prevention or suppression of a riot, civil commotion or mob action.

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

## **EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS 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:**

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 any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.



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

## **EXCLUSION – SERVICES FURNISHED BY HEALTH CARE PROVIDERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description Of Operations:**

**Any activities at a hospital, clinic, medical center, trauma center, nursing home, convalescent home, home for the aged, home for the physically handicapped or orphaned, mental-psychopathic institution, sanitarium, dispensary, infirmary, institution for the restrained and/or treatment of alcohol, drug, narcotic and/or mental cases and any other healthcare facility that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease,**

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

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:**

With respect to any operation shown in the Schedule, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render:
  - a. Medical, surgical, dental, X-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
  - b. Any health or therapeutic service, treatment, advice or instruction; or
  - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

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", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph 1., 2. or 3.

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

## **EXCLUSION – FAILURE TO SUPPLY**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to "bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

This exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity, steam or biofuel.

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

## **EXCLUSION – LAW ENFORCEMENT ACTIVITIES**

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**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

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

## **EXCLUSION – INJURY TO VOLUNTEER FIREFIGHTERS**

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**:

This insurance does not apply to "bodily injury" or "personal and advertising injury" to any volunteer firefighters whether or not they are members of your organization, while in the course of their duties as such.

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

## **LIMITED EXCLUSION – PERSONAL AND ADVERTISING INJURY – LAWYERS**

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 B – Personal And Advertising Injury:**

#### **2. Exclusions**

This insurance does not apply to "personal and advertising injury" arising out of the rendering of or failure to render professional services as a lawyer.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services as a lawyer.

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

The City Transit Trust  
212 SW 9th St.  
Lawton, OK 73501

Terry K Bell II Trust  
2505 SE 6th Street  
Lawton, OK 73501

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## HYDRAULIC FRACTURING EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART ERRORS AND OMISSIONS COVERAGE PART

- A. The following is added to Paragraph 2. **Exclusions of Section I—Coverage A. Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Part and Paragraph 2. **Exclusions of SECTION I—COVERAGE** of the Errors And Omissions Coverage Part:

This insurance does not apply to:

#### Hydraulic Fracturing

1. "Bodily injury," "property damage" or "error or omission":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any insured or by any other person or entity; or
  - b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground

geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gas fracking."

2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

- B. The following is added to Paragraph 2. **Exclusions of Section I—Coverage B. Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Part:

This insurance does not apply to:

#### Hydraulic Fracturing

1. "Personal and advertising injury":
  - a. Arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include,


but are not limited to, "hydraulic fracturing," "gas fracking" and/or the actual, alleged, threatened or suspected contact with, exposure to, existence of or presence of any "flowback" or the handling, transporting, storage, release or disposal of any "flowback" by any "insured" or by any other person or entity; or

- b. Caused, directly or indirectly or in whole or in part, by the movement, in any direction, of earth or land arising, in whole or in part, out of any operation involving substances under pressure being pumped underground with the objective of creating fractures in underground geologic formations to facilitate the release and extraction of hydrocarbons, including, but not limited to, oil or natural gas. Such operations include, but are not limited to, "hydraulic fracturing" or "gasfracking."
2. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, remediating or disposing of, or in any way responding to or assessing the effects of "hydraulic fracturing," "gas fracking" or "flowback," by any insured or by any other person or entity.

We will have no duty to settle any claim or defend any "suit" against the insured arising out of or in any way related to items 1. or 2. above.

For purposes of this endorsement, the following definitions apply:

1. "Hydraulic fracturing," or hydrofracking means the process by which water, "proppants," chemicals and/or other fluid additives are injected at high pressure into underground geologic formations to create fractures, to facilitate the extraction of any hydrocarbons including but not limited to natural gas and/or oil.
2. "Flowback" means any substance containing returned "hydraulic fracturing" fluid, including but not limited to water, "proppants," "hydraulic fracturing" fluid additives; and, any hydrocarbon compounds, salts, conventional pollutants, organics, metals, and naturally occurring radioactive material brought to the surface with the water.
3. "Gas fracking" or liquefied propane/butane gas fracturing means the waterless process by which propane gel and "proppants" are injected at high pressure into underground geologic formations to create fractures, to facilitate the release and extraction of natural gas.
4. "Proppant" means particles that are used to keep fractures open after a hydraulic fracturing treatment.

  
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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



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

## **SEXUAL ABUSE AND/OR MOLESTATION LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following Coverage Forms:

BUSINESS AUTO COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PUBLIC SECTOR EXCESS LIABILITY COVERAGE FORM  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM  
EMERGENCY DISPATCHERS LIABILITY COVERAGE FORM (OCCURRENCE)  
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
FIREFIGHTERS PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS MADE)  
LAW ENFORCEMENT LIABILITY COVERAGE FORM (CLAIMS MADE)  
LAW ENFORCEMENT LIABILITY COVERAGE FORM (OCCURRENCE)  
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE AND REPORTED  
COVERAGE)  
PUBLIC OFFICIALS LIABILITY COVERAGE FORM (CLAIMS MADE)  
SCHOLASTIC LEGAL LIABILITY COVERAGE FORM (CLAIMS MADE)

This insurance does not apply to any "bodily injury", "injury", "injury or damage", "property damage", "personal and advertising injury", "emergency dispatchers wrongful act(s)", "firefighters wrongful act(s)", "scholastic legal liability wrongful act(s)", "public officials wrongful act(s)", "employment practices wrongful act(s)", or "law enforcement wrongful act(s)" arising out of:

1. The actual or threatened sexual abuse or molestation by any person. This includes any "claim" resulting from negligent employment, investigation, supervision or retention of any person;
2. The negligent reporting of or failure to report suspected, actual or threatened sexual abuse or molestation to the proper person or authority; or
3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged sexual abuse or molestation, however caused.  
Sexual abuse includes, but is not limited to, sexual assault, "sexual molestation", sexual exploitation or sexual injury. It does not include sexual harassment.

For the purposes of this endorsement, "sexual molestation" means physical sexual abuse of any person, including but not limited to, any nonconsensual sexual physical involvement or physical sexual contact.

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

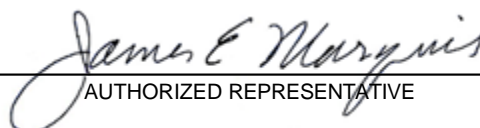
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASBESTOS EXCLUSION

This policy does not apply to:

- (1) Damages in any way or to any extent arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers

or any product containing asbestos or asbestos fibers.

- (3) Any fees, fines, costs, or expenses of any nature whatsoever in the investigation or defense of any claim or suit arising out of or involving asbestos, asbestos fibers, or any product containing asbestos or asbestos fibers.

  
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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEAD CONTAMINATION EXCLUSION

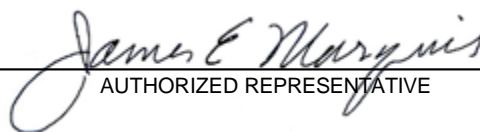
This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.

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

(a) Request, demand or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; 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 lead.

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

## **FUNGI, VIRUS OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

- A. The following is added to **Paragraph 2., Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY ; Paragraph 2, Exclusions of Coverage C – MEDICAL PAYMENTS** in the Commercial General Liability Coverage Part; and **Paragraph 2, Exclusions of SECTION I – COVERAGES PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the Products/Completed Operations Coverage Part:

#### **2. Exclusions**

This insurance does not apply to:

Fungi, Virus, or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:
  1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
  2. Failure to provide any state or governmental mandated personal protective equipment;
  3. Failure to prevent the spread of the disease;
  4. Failure to report the disease to authorities; or

5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

This exclusion does not apply to any "fungi" or bacteria that are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to **Paragraph 2. Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** in the Commercial General Liability Coverage Part:

## **2. Exclusions**

This insurance does not apply to:

Fungi, Virus or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", "virus", bacteria or microorganism, whether related, in any manner, to a declared or undeclared "epidemic or "pandemic", regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:
  1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
  2. Failure to provide any state or governmental mandated personal protective equipment;
  3. Failure to prevent the spread of the disease;
  4. Failure to report the disease to authorities; or

5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

C. The following is added to **SECTION V – DEFINITIONS:**

"Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Virus" means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

All other terms and conditions remain unchanged.

# Hudson Insurance Company

## EMPLOYMENT PRACTICES LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS CLAIMS MADE COVERAGE

**THIS IS A CLAIMS MADE COVERAGE PART. PLEASE READ IT CAREFULLY.**

These supplemental declarations form a part of policy number: PEP0005271-03

COVERAGE	LIMITS OF LIABILITY
Employment Practices Liability Coverage Form .....	<u>\$1,000,000</u> each Employment Practices Wrongful Act
	<u>\$1,000,000</u> Annual Aggregate
Deductible .....	<u>\$10,000</u> each Employment Practices Wrongful Act
Designee of Named Insured to report claims and receive notices: Randy Simmons; Director of Maintenance	
Notice of claim will be given to: Hudson Insurance Company 100 William Street New York, NY 10038	
<u>FORMS AND ENDORSEMENTS</u> (other than applicable forms and endorsements shown elsewhere in the policy). Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:  Refer to Schedule of Forms and Endorsements	

THIS SUPPLEMENTAL DECLARATION TOGETHER WITH THE COMMON POLICY DECLARATIONS, COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED POLICY.



**Hudson Insurance Company**  
A Stock Insurance Company, herein called the Company  
**PUBLIC ENTITY POLICY**  
**EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM**  
**CLAIMS MADE COVERAGE**

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

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

Within this Coverage Form the word “insured” means any person or organization qualifying as such under **SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS.**

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**SECTION I—COVERAGES**

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**1. INSURING AGREEMENT**

We will pay on behalf of the insured all “loss” resulting from “employment practices wrongful act(s)” but only with respect to “claims” first made against the insured during the “policy period” or Extended Reporting Period. The “employment practices wrongful act(s)” must occur within the “coverage territory.”

**2. DEFENSE AND SUPPLEMENTARY PAYMENTS**

We will have the right and duty to defend any “suit” against the insured even if any of the allegations of

the “suit” are groundless, false or fraudulent. We may make an investigation of any “claim” or “suit” as we deem expedient. We will not be obligated to pay any “claim” or judgment or to defend any “suit” after the applicable limit of our liability has been exhausted by payment of judgments or settlements.

The insured, except at its own cost and for its own account, will not, without our written consent, make any payment, admit any liability, settle any “claim,” assume any obligation, or incur any expense.

We will have the right, but no duty, to appeal any judgment.

Subject to the Limit of Liability stated in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to each “employment practices wrongful act,” we will pay all costs taxed against the insured in any “suit” defended by us and all interest on the entire amount of any judgment therein, which does not exceed the limit of our liability.

We will pay, in addition to the applicable Limit of Liability:

- a. All “loss adjustment expenses” ;
- b. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of a “claim” or “suit.” Expenses, as used here, do not include salaries of your officers or employees, except for actual loss of earnings, up to \$500 a day, because of time off from work;
- c. 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 Liability, we will not pay any prejudgment interest based on that period of time after the offer;
- d. Premium on appeal bonds required in any “suit” defended by us and the cost of attachment or similar bonds.

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## SECTION II—EXCLUSIONS

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We will not be obligated to make any payment nor to defend any “suit” in connection with any “claim” made against the insured:

1. Based upon or attributable to any insured enjoying unjust enrichment; or gaining profit, advantage or remuneration to which the insured is not entitled.
2. Arising out of the deliberate violation of any federal, state, or local statute, ordinance, rule or regulation committed by or with the knowledge and consent of the insured.
3. Based upon or arising out of any activity or circumstances for which you or we may be held liable under the Fair Labor Standards Act of 1938 (including amendments thereto) or any state or common law regarding wage or hour laws including, but not limited to, laws governing minimum wages, hours worked, and overtime compensation, including any record keeping and reporting of records.

This exclusion includes actions, “claims” or “suits” brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement or other affirmative relief or compensation but does not include “claims” or “suits” based on the Equal Pay Act of 1963 (including amendments thereto).

This exclusion shall not apply to any “claim” arising from or in consequence of any actual or alleged “retaliation”.

4. Brought about or contributed to by fraud, dishonesty, bad faith or malicious act(s) of an insured; however, notwithstanding the foregoing, the insured will be protected under the terms of this Coverage Form, as to any “claims” upon which “suit” may be brought against them by reason of any alleged fraud, dishonesty, bad faith or malicious act(s) on the part of any insured, unless a judgment or other final adjudication thereof adverse to such insured will establish that the fraud, dishonesty, bad faith or malicious act(s) committed by such insured were material to the cause of action so adjudicated.
5. For any damage arising out of “bodily injury,” or for damage to or destruction of any property, including diminution of value or loss of use thereof.
6. For assault and battery.
7. Alleging any violation of civil rights other than employment related civil rights.
8. Arising out of:
  - a. Any “employment practices wrongful act(s)” which takes place prior to the “policy period” if the insured had knowledge of circumstances which could reasonably be expected to give rise to a “claim”; or
  - b. Any “loss” for which the insured is entitled to indemnity or payment by reason of having given notice of any circumstances which might give rise to a “claim” under any policy or policies the term of which has expired prior to the inception date of this policy.
9. Based upon or arising out of any activity for which the insured is acting in a fiduciary capacity under the Employee Retirement Income Security Act of 1974, its amendments and any regulation or order issued pursuant thereto, or to any other employee benefit plan.

- 10 Based upon or arising out of any activity or circumstances for which you or we may be held liable under the National Labor Relations Act of 1938 (NLRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Occupational Safety and Health Act (OSHA), the Worker Adjustment and Retraining Notification Act (WARN), Social Security, any worker's compensation, unemployment compensation or disability benefits law or under similar law. This exclusion shall not apply to any "claim" arising from or in consequence of any actual or alleged "retaliation".
11. Based upon or arising out of any liability assumed by the insured under any contract or agreement, unless the insured would have been legally liable in the absence of such contract or agreement.
12. By the Named Insured or on its behalf.
13. Any "claim(s)" arising out of any collective bargaining agreements.

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### **SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED**

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Each of the following is an Insured:

1. You;
2. All persons who were, now are, or will be your lawfully elected, appointed or employed officials;
3. Members of commissions, boards or other units operated by and under your jurisdiction and within apportionment of the total operating budget indicated in the application form, provided that the insurance afforded will not extend to any of the following boards, commissions or units unless specifically endorsed hereon: schools, airports, transit authorities, hospitals and other health care facilities, municipally owned gas or electric utilities, housing authorities or port authorities;
4. All "employees" and "volunteer workers"; and
5. The estates, heirs, legal representative or assigns of deceased persons who were insureds at the time of an "employment practices wrongful act(s)" but only to the extent that they would otherwise be provided coverage under this Coverage Form.

However none of the following are insureds under this Coverage Form:

1. Any insured, including you, with respect to the operation of boards, commissions or other units, the mem-

bers of which are not afforded coverage under 3. above; and

2. All persons or entities who are on retainer, are a consultant or are under contract for services, for any insured.

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### **SECTION IV—LIMITS OF LIABILITY**

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Regardless of the number of insureds under this Coverage Form, persons or organizations who sustain damages payable under this Coverage Form, and/or "suit(s)" brought under this Coverage Form, our liability is limited as follows:

1. The Limit of Liability shown in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to each "employment practices wrongful act" is the limit of our liability for all "loss" and all costs taxed against the insured arising out of one "employment practices wrongful act" covered by this Coverage Form.
2. The Limit of Liability shown in the Employment Practices Liability Coverage Part Supplemental Declarations as applicable to the Annual Aggregate is subject to the above provision respecting each "employment practices wrongful act" and is the maximum limit of our liability for each "policy period." In no event will our total Limit of Liability be increased for any Extended Reporting Period.
3. Subject to the Limits of Liability stated above, we will only be liable to pay for damages in excess of the "deductible" shown in the Employment Practices Liability Coverage Part Supplemental Declarations for each and every "employment practices wrongful act." In the event we expend funds either for damages or "loss adjustment expense" on behalf of the insured, we will be reimbursed for such expenditures up to the amount of the "deductible" in the Employment Practices Liability Coverage Part Supplemental Declarations. Upon written demand by us, the amount of such "deductible" will be payable to us within thirty (30) days.
4. "Claims" based on or arising out of the same act or interrelated acts of one or more insureds will be considered to be based on a single "employment practices wrongful act" and only one each "employment practices wrongful act" Limit of Liability and only one "deductible" will be applicable to such single "employment practices wrongful act."

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## SECTION V—CONDITIONS

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### 1. Two Or More Coverage Forms

If this Coverage Form and/or the Law Enforcement Liability Coverage Form and/or the Public Officials Liability Coverage Form and/or the Firefighters Professional Liability Coverage Form and/or the Emergency Dispatchers Liability Coverage Form apply to the same “claim,” the maximum Limit of Liability under all the Coverage Forms shall not exceed the highest applicable Limit of Liability under any one Coverage Form. The “deductible” applicable to the Coverage Form providing the highest applicable Limit of Liability will be the “deductible” applied to the “claim.” If the limits are the same for all Coverage Forms, the lowest applicable “deductible” will apply.

### 2. Settlement

We have the right to investigate any “claim” or “suit”, but we will not settle or compromise a “claim” or “suit” without your written consent. If consent is refused and you elect to contest the “claim” or “suit” or continue legal proceedings, then our liability for the “claim” or “suit” will not exceed the amount for which the “claim” or “suit” could have been settled, plus “loss adjustment expense” incurred up to the date of your refusal, plus seventy percent (70%) of all “loss” in excess of the amount of the settlement offer acceptable to us and the claimant and seventy (70%) of all “loss adjustment expense” incurred after the date of your refusal to consent to a settlement offer acceptable to us and the claimant.

In no event shall our liability under this policy for “loss” exceed the applicable limits of our liability of the remaining portion of the Annual Aggregate Limit of Liability. You shall be solely responsible for thirty percent (30%) of all “loss” in excess of the amount of the settlement offer acceptable to us and the claimant, and thirty percent (30%) of all “loss adjustment expense” incurred after the date of your refusal.

We will not be obligated to pay any “claim” or judgment or to defend any “suit” after the applicable limit of our liability have been exhausted by payment of judgments or settlements.

### 3. Insured’s Duties In The Event Of A “Claim” Or “Suit”

- a. In the event of a “claim,” immediate written notice containing particulars sufficient to identify the insured and also reasonably obtainable information

with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, will be given by or for the insured to us or any of our authorized agents;

- b. If a “claim” is made or a “suit” is brought against the insured, the insured will immediately forward to us every demand, notice, summons or other process received by them or their representative;
- c. The insured will cooperate with us and, at our request, consent to being examined and questioned by a representative of ours, under oath if necessary, attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, and obtaining the attendance of witnesses in the conduct of “suit(s),” as well as in the giving of written statement or statements to our representatives and defense. In the event of a “claim” occurring likely to involve us hereunder, the insured will not make any payment, assume any liability or incur any expense without our consent first being obtained. We will have full discretion in the handling of any “claim,” and the insured will give full information and assistance as we may reasonably require.

### 4. Other Insurance

The insurance afforded by this Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

We will have no duty under this Coverage Form to defend any “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When both this insurance and the other insurance apply to the “loss” on the same basis, we will not be liable under this Coverage Form for a greater proportion of the “loss” than that stated in the applicable contribution provision below:

- a. **CONTRIBUTION BY EQUAL SHARES.** If all of such other valid and collectible insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such “loss” than would be payable if each insurer contributes an equal share until the share of each

insurer equals the lowest applicable limit of liability under any one policy or the full amount of the "loss" is paid, and with respect to any amount of "loss" not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the "loss" until each such insurer has paid its limits in full or the full amount of the "loss" is paid;

- b. **CONTRIBUTION BY LIMITS.** If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such "loss" than that which the applicable Limit of Liability under this Coverage Form, for such "loss," bears to the total applicable limit of liability of all valid and collectible insurance against such "loss."

#### 5. Sovereign Immunity

It is agreed that we will not raise the defense of sovereign immunity to which the insured may be entitled by reason of its being a public and/or governmental entity, unless the insured requests us to raise such defense by written notice to us not less than ten (10) days before the time to file an answer to any "suit." It is further agreed that the insured hereby releases us from all liability because of our failure to raise such defense, except in cases where the insured specifically requests us to do so in a manner provided herein.

#### 6. Awareness Provision

- a. If, during the "policy period" or the Extended Reporting Period, the insured receives written or oral notice from any party that it is the intention of such party to hold the insured responsible for any "employment practices wrongful act(s)," the insured will give written notice to us as soon as practicable but no later than the end of the "policy period" or Extended Reporting Period, if applicable. Any subsequent "claim(s)," made against the insured arising out of such "employment practices wrongful act(s)" will be deemed to have been made during the "policy period" or Extended Reporting Period, if applicable. No coverage for such "claim" shall exist under any subsequent policy written by us. However, if the renewal policy is written by us, the insured will have sixty (60) days after the expiration date of this policy to report any "claim" first made during this "policy period".

- b. In the event of any "claim" occurring hereunder, notice to us will be given to the company shown in the Employment Practices Liability Coverage Part Supplemental Declarations. Notice will be deemed to be received if sent by prepaid mail, properly addressed.

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### **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS**

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Whenever used in this Coverage Form, the following words have these meanings:

1. "Bodily Injury" means bodily injury, sickness or disease sustained by any person, including death, resulting from any one of these at any time. Bodily injury does not include mental anguish or emotional distress.
2. "Claim" means:
  - a. A written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from an "employment practices wrongful act" covered by this Coverage Form;
  - b. Any notice that requires you to participate in an administrative hearing conducted by the EEOC or by any federal, state or local agency with a similar purpose.
3. "Deductible" means the amount in the Employment Practices Liability Coverage Part Supplemental Declarations that the insured must contribute to "loss" and "loss adjustment expense."
4. "Discrimination" means any violation of a person's right with respect to:
  - a. That person's race, color, national origin, religion, gender, marital status, age, sexual orientation, or physical or mental disability;
  - b. Any other class or characteristic afforded rights under any federal, state, or local law, rule or regulation.
5. "Employee" means a person who is employed by you for wages or salary or formerly employed by you for wages or salary. "Employee" includes a "leased worker". "Employee" does not include a "volunteer worker" or a prisoner employed by any insured.
6. "Employment practices wrongful act(s)" means any actual or alleged:

- a. "Discrimination" against any of your current, former or prospective "employees" or "volunteer workers";
  - b. Wrongful termination of any of your current, former or prospective "employees" or "volunteer workers", whether actual or constructive;
  - c. "Sexual Harassment" of any of your current, former or prospective "employees" or "volunteer workers";
  - d. "Retaliation" against any of your current, former or prospective "employees" or "volunteer workers";
  - e. Wrongful or unfair discipline of any of your current, former or prospective "employees" or "volunteer workers";
  - f. Wrongful hiring, supervision, or demotion of, or failure to promote, any of your current, former, or prospective "employees" or "volunteer workers";
  - g. Misrepresentation to, or defamation, libel, slander, disparagement or invasion of privacy of, any of your current, former, or prospective "employees" or "volunteer workers"; or
  - h. Failure to provide or enforce adequate or consistent policies and procedures relating to any "Employment practices wrongful acts(s)".
7. "Leased worker" means a person leased to you by a labor-leasing firm under a written agreement between you and the labor-leasing firm to perform duties related to the conduct of your business.
  8. "Loss" means any monetary amount, non-monetary, and/or injunctive relief which the insured(s) is legally obligated to pay as a result of "employment practices wrongful act(s)" covered by this Coverage Form and will include, but not be limited to, judgments, settlements, back and front pay and legal fees and expenses of a claimant awarded pursuant to a court order or judgment but "loss" will not include fines imposed by law, or matters which may be deemed uninsurable under the law pursuant to which this Coverage Form will be construed.
  9. "Loss adjustment expense" means all expenditures including, but not limited to, costs of investigations, experts, adjustment services, legal services and court costs incurred by us as a result of coverage afforded by this Coverage Form. "Loss adjustment expense" will not include salaries of our employees.
  10. "Retaliation" means any actual or alleged adverse employment action by you against any of your current, former, or prospective "employees" or "volunteer workers" because they:
    - a. Oppose or report any alleged unlawful practice by you;
    - b. Testify, assist or participate in any manner in an investigation or proceeding regarding any alleged unlawful practice by you; or
    - c. Exercise a right protected by law.
  - 11 "Sexual Harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
    - a. Submission to such conduct is made, either explicitly or implicitly, a term and condition of an individual's employment;
    - b. Submission to, or rejection of, such conduct is used as the basis for employment decisions affecting an individual; or
    - c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
  12. "Suit" means a civil proceeding in which monetary damages, non-monetary, and/or injunctive relief are alleged because of an "employment practices wrongful act" to which this Coverage Form applies. "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.
  13. "Volunteer worker" means a person, other than a prisoner, who:
    - a. Is not an "employee";
    - b. Donates his or her work; and
    - c. Is not paid a fee, salary or other compensation for that work.

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**SECTION VII—EXTENDED REPORTING PERIOD—  
BASIC AND OPTIONAL SUPPLEMENTAL**

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An Extended Reporting Period, described below, will be provided if this Coverage Form is nonrenewed or canceled, unless we cancel for nonpayment of premium or if we renew or replace coverage with insurance that:

- a. Has a retroactive date; or
  - b. Provides coverage on other than a Claims-Made basis.
1. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the “policy period” and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to “claim(s)” covered under any subsequent policy.
  2. Coverage for an optional Supplemental Extended Reporting Period must be added by endorsement and an additional premium charge must be paid. Such period starts sixty (60) days after the end of the “policy period.”
  3. You will have a one-time option to elect the period of time for which the Supplemental Extended Reporting Period will apply, which in no event will exceed thirty-six (36) months. The available one-time options and the additional premium charge for each option are listed below:
    - a. Twelve (12) month option—70% of the Annualized Coverage Form Premium;
    - b. Twenty-four (24) month option—120% of the Annualized Coverage Form Premium;
    - c. Thirty-six (36) month option—150% of the Annualized Coverage Form Premium.

Once in effect, the Supplemental Extended Reporting Period may not be canceled and the applicable premium is fully earned.

4. This right to purchase the Supplemental Extended Reporting Period will terminate unless written notice is given to us no later than sixty (60) days after the effective date of cancellation or nonrenewal of this Coverage Form. Payment in full of the Supplemental Extended Reporting Period premium and any outstanding premiums or recoveries owed to us will be made concurrently with such written notice for such Supplemental Extended Reporting Period to become effective.

5. The Extended Reporting Period does not extend the “policy period” or change the scope of coverage provided. Subject to this Coverage Form’s terms, Limits of Liability, exclusions and conditions, this Coverage Form is extended to apply to “claim(s)” first made against the insured during the Basic Extended Reporting Period, or, if purchased, the Supplemental Extended Reporting Period, but only to “claim(s)” due to “employment practices wrongful act(s)” committed prior to the end of the “policy period.”
6. The Extended Reporting Period does not reinstate or increase this Coverage Form’s Limits of Liability. “Claim(s)” which are first received and recorded during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the “policy period.”

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RETROACTIVE DATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

We will not make any payment or defend any "suit" on behalf of the insured for "employment practices wrongful act(s)" committed or alleged to have been committed prior to the following retroactive date:


12/1/2020.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type Name of Authorized Representative

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE / DATE



# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES—WHO IS AN INSURED  
(Boards, Commissions and Other Units Exception)  
(PEP II)**

This endorsement modifies insurance provided under the following:

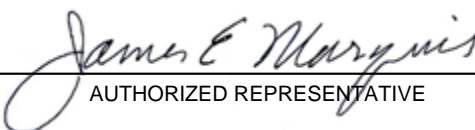
**PUBLIC OFFICIALS LIABILITY COVERAGE FORM  
EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM**

Item 3. of **SECTION III—PUBLIC OFFICIALS—WHO IS AN INSURED** of the **PUBLIC OFFICIALS LIABILITY COVERAGE FORM** is extended to provide coverage for members of the following board(s), commission(s) or unit(s):

N/A

Item 3. of **SECTION III—EMPLOYMENT PRACTICES LIABILITY—WHO IS AN INSURED** of the **EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM** is extended to provide coverage for members of the following board(s), commission(s) or unit(s):

Transit Authorities

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# Hudson Insurance Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED
PEP0005271-03	12/01/2022	HTG-Lawton Management LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## THIRD-PARTY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

In consideration of an additional premium, the Coverage Form is amended as follows:

The following is added to Definition 6. "Employment practices wrongful act(s)" of **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS**:

"Employment practices wrongful act(s)" also means any of the following actual or alleged practices which are directed against any "business invitee" by an insured in his or her capacity as such, and for which remedy is sought by "business invitee" under any civil law whether federal, state or local:

1. Harassment (including sexual harassment);
2. "Discrimination"; or
3. Humiliation, invasion of privacy, or infliction of emotional distress or mental anguish.

The following definition is added to **SECTION VI—EMPLOYMENT PRACTICES LIABILITY—DEFINITIONS**:

"Business Invitee" means a natural person, solely in their capacity as one who is invited to enter into

and remain on any premises owned or operated by the insured for a purpose directly or indirectly connected with the business or commercial dealings therein. A "business invitee" shall not, under any circumstances, include a trespasser, prisoner, or any other person who enters any premises of the insured without its knowledge or permission, or any "employee."

With respect to this endorsement, the following exclusion is added to **SECTION II—EXCLUSIONS**:

We will not be obligated to make any payment nor to defend any "suit" in connection with any "claim" made against the insured that arises from, relates to, or in any way involves the Fair Housing Act, Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Truth-In-Lending Act, or any other state or federal fair lending statutes and/or regulations relating thereto, including but not limited to, redlining, credit discrimination or steering.

**Additional Premium:** \$Included in total premium

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE