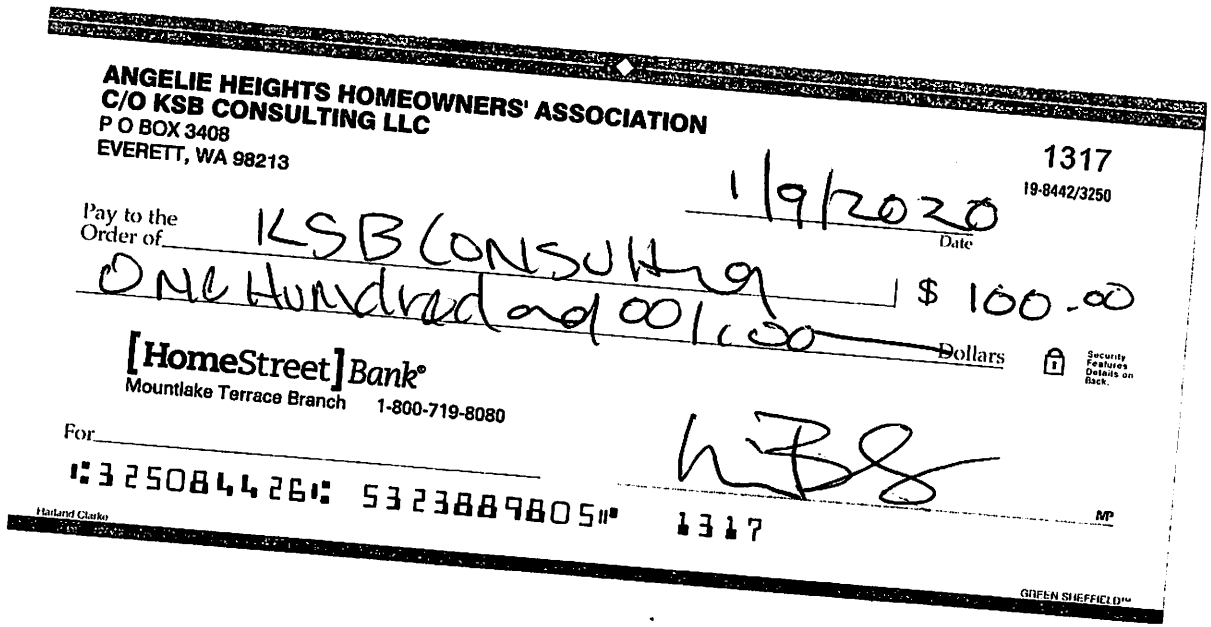
Angelia Heights Homeowners Association
Balance Sheet
As of March 31, 2020

	Mar 31, 20
ASSETS	
Current Assets	
Checking/Savings	
Homestreet - Checking	7,129.43
Total Checking/Savings	7,129.43
Accounts Receivable	
Accounts Receivable	84.51
Total Accounts Receivable	84.51
Total Current Assets	7,213.94
TOTAL ASSETS	7,213.94
LIABILITIES & EQUITY	
Equity	
Prior Years	6,914.14
Net Income	299.80
Total Equity	7,213.94
TOTAL LIABILITIES & EQUITY	7,213.94

Angelia Heights Homeowners Association
Profit & Loss
January through March 2020

	Jan - Mar 20
Ordinary Income/Expense	
Income	
Homeowners Dues	1,305.00
Total Income	1,305.00
Expense	
Landscaping and Groundskeeping	655.20
Property Management Fees	300.00
taxes	50.00
Total Expense	1,005.20
Net Ordinary Income	299.80
Net Income	**299.80**



ANGELIE HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING LLC
P O BOX 3408
EVERETT, WA 98213

1317
19-8442/3250

1/9/2020
Date

Pay to the Order of KSB CONSULTING

$ 100.00

ONE Hundred and 00/100 Dollars

Security Features Details on Back.

[HomeStreet] Bank
Mountlake Terrace Branch 1-800-719-8080

For

⑈325084426⑈ 532388980511⑈ 1317

Harland Clarke

MP

GREEN SHEFFIELD™

Confirmation: Make Payment

The following payments were successfully scheduled. You can edit or cancel a payment until the payment begins to process by going to Scheduled Activity.

Pay To	$ Amount	Send On	Deliver by	Type	Confirmation
Simpson's Landscapin ...ghts	218.40	02/07/20	02/13/20	Check #9	LBLC84GO

Pay **218.40** from ANGELIA HEIGHTS HOA CHECKING, ...9805

Simpson's Construction &
5715 - 252nd St. NE
Arlington, WA 98223
(360) 435-3632
SIMPSGL898RK

Invoice

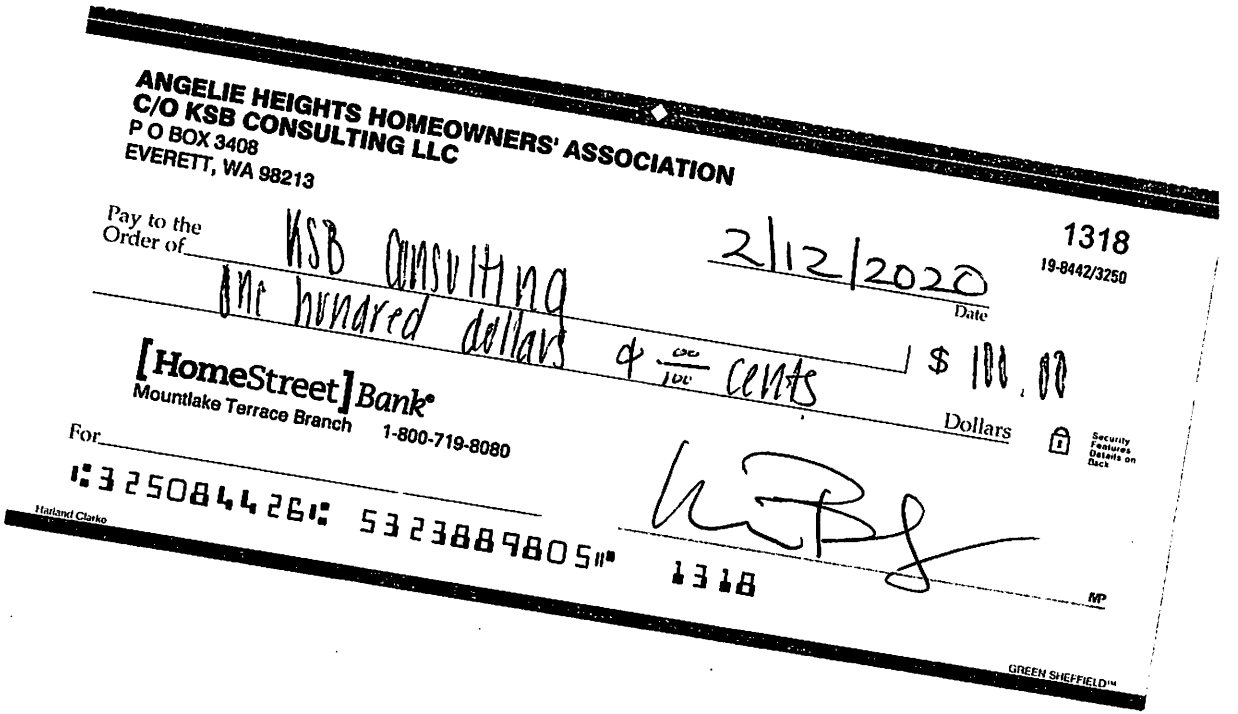
Date	Invoice #
2/1/2020	12454

Bill To
Angelia Heights 2217 107th Avenue SE Lake Stevens, WA 98258

Description	Serviced	Qty	Rate	Amount
General Maintenance	1/1/2020		200.00	200.00T

Thank you for your business.

Subtotal	$200.00
Sales Tax (9.2%)	$18.40
Total	$218.40



ANGELIE HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING LLC
P O BOX 3408
EVERETT, WA 98213

1318
19-8442/3250

Pay to the Order of KSB Consulting

2/12/2020
Date

One hundred dollars & 00/100 cents

$ 100.00

Dollars

[HomeStreet] Bank
Mountlake Terrace Branch 1-800-719-8080

For

⑈325084426⑈ 532388980511⑈ 1318

Harland Clarke

GREEN SHEFFIELD™

HomeStreet Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

00010505-0034047-0001-0002-TIMR8006430131207916

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170-0058

Last statement: December 31, 2019
This statement: January 31, 2020
Total days in statement period: 31

5323889805
(0)

Direct inquiries to:
800 719-8080

HomeStreet Bank
601 Union St, Suite 2000
Seattle WA 98101

00010505-0034047-0001-0002-TIMR8006430131207916(00010505)-000034049

Business Analyzed Checking

Account number	5323889805	Beginning balance	$6,624.63
Low balance	$6,601.23	Total additions	430.00
Average balance	$6,664.48	Total subtractions	318.40
		Ending balance	$6,736.23

CHECKS

Number	Date	Amount
8	01-13	218.40
1317 *	01-10	100.00

Number	Date	Amount
* Skip in check sequence		

CREDITS

Date	Description	Store/Location #	Additions
01-03	' Remote Capture Dep		45.00
01-10	' Remote Capture Dep		45.00
01-13	' Remote Capture Dep		205.00
01-17	' Remote Capture Dep		90.00
01-31	' Remote Capture Dep		45.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
12-31	6,624.63	01-10	6,614.63	01-17	6,691.23
01-03	6,669.63	01-13	6,601.23	01-31	6,736.23

This contains 30% recycled post-consumer waste fiber. FDIC

00010505-0034047-0001-0002-TIMR8006430131207916(00010505)-000034049

ACCOUNT BALANCE

ENTER ENDING CHECKING ACCOUNT BALANCE FROM THE FRONT OF THIS STATEMENT	$	
	+	
ADD CHECKING DEPOSIT MADE BUT NOT SHOWN BY BANK	+	
	+	
SUBTOTAL	$	
ENTER TOTAL OUTSTANDING CHECKS AND OTHER WITHDRAWALS	−	
ACCOUNT BALANCE	$	

REGISTER BALANCE

ENTER YOUR CHECKBOOK BALANCE	$	
ADD DEPOSITS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER (POST IN YOUR REGISTER)	+	
	+	
ADD ANY INTEREST PAID THIS PERIOD (POST IN YOUR REGISTER)	+	
SUBTOTAL	$	
SUBTRACT CHECKS AND WITHDRAWALS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER. (POST IN REGISTER)	−	
	−	
SUBTRACT WITHHOLDING, IF ANY. (POST IN YOUR REGISTER)	−	
SUBTRACT TOTAL SERVICES CHARGES AND FEES FROM FRONT OF THIS STATEMENT (POST IN YOUR REGISTER)	−	
REGISTER BALANCE	$	

ENTER HERE

THESE SHOULD EQUAL

LIST CHECKS AND OTHER WITHDRAWALS MADE BUT NOT SHOWN ON STATEMENT

CHECK NUMBER OR DATE OF TRANSACTION	AMOUNT	
TOTAL		

IF THE ACCOUNT BALANCE DOES NOT BALANCE TO YOUR REGISTER BALANCE.

1. Compare dollar amount of cancelled checks shown on your statement to your register.
2. Compare the dollar amount of your deposits shown on your statement to your register. If there is a difference, refer to your deposit receipts.
3. Be sure you subtracted all bank service charges and fees from your check register.
4. Be sure you recorded all cash machine and other transactions in your register.
5. For interest-earning checking account customers, be sure you added interest paid this period or subtracted withholding (if any).
6. Check all additions and subtractions in your check register.
7. If your account is still out of balance, notify your branch right away.

Call 800-719-8080 toll free (TTY/TDD 855-584-0256)
or visit homestreet.com

HomeStreetBank, Operations Support,
33405 8th Ave S, Ste 250, Federal Way, WA 98003

PLEASE EXAMINE YOUR STATEMENT AND REPORT ANY IRREULARITIES TO US. THIS STATEMENT WILL BE CONSIDERED CORRECT FOR ALL PURPOSES UNLESS YOU NOTIFY US.

(CONSUMERS ONLY) IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:
In Case of Errors or Questions About Your Electronic Transfers
Telephone us at 1-800-719-8080 or Write to us at the address on the bottom of your statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for new accounts*), we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
*An account is considered new if the electronic transfer occurs within 30 days after the first deposit is made.

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Rev. 1/15

00010505-0034047-0001-0002-TIMR8006430131207916(00010505)-000034049

HomeStreet Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
January 31, 2020

5323889805

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total NSF Returned Item Fees	$0.00	$0.00

00010505-0034049-0002-0002-TIMR8006430131207916(00010505)-000034051

Thank you for banking with HomeStreet Bank

This contains 30% recycled post-consumer waste fiber. FDIC

00010505-0034049-0002-0002-TIMR8006430131207916(00010505)-000034051

Form **1120-H**

Department of the Treasury
Internal Revenue Service

U.S. Income Tax Return for Homeowners Associations

▶ Go to *www.irs.gov/Form1120H* for instructions and the latest information.

OMB No. 1545-0123

2019

For calendar year 2019 or tax year beginning Jan , 2019, and ending Dec , 20 19

TYPE OR PRINT	Name	Employer identification number
	Angelia Height Homeowners Association	27-1069824
	Number, street, and room or suite no. If a P.O. box, see instructions.	Date association formed
	PO Box 58	
	City or town, state or province, country, and ZIP or foreign postal code	
	Silver Lake WI 53170	12/16/2014

Check if: (1) ☐ Final return (2) ☐ Name change (3) ☐ Address change (4) ☐ Amended return

A	Check type of homeowners association: ☐ Condominium management association ☑ Residential real estate association ☐ Timeshare association		
B	Total exempt function income. Must meet 60% gross income test. See instructions	B	5220.00
C	Total expenditures made for purposes described in 90% expenditure test. See instructions	C	5669.42
D	Association's total expenditures for the tax year. See instructions	D	-449.42
E	Tax-exempt interest received or accrued during the tax year	E	0.00

Gross Income (excluding exempt function income)

1	Dividends	1	
2	Taxable interest	2	0.00
3	Gross rents	3	
4	Gross royalties	4	
5	Capital gain net income (attach Schedule D (Form 1120))	5	
6	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	6	
7	Other income (excluding exempt function income) (attach statement)	7	
8	**Gross income** (excluding exempt function income). Add lines 1 through 7	8	0.00

Deductions (directly connected to the production of gross income, excluding exempt function income)

9	Salaries and wages	9	
10	Repairs and maintenance	10	
11	Rents	11	
12	Taxes and licenses	12	
13	Interest	13	0.00
14	Depreciation (attach Form 4562)	14	
15	Other deductions (attach statement)	15	
16	**Total deductions.** Add lines 9 through 15	16	0.00
17	Taxable income before specific deduction of $100. Subtract line 16 from line 8	17	
18	Specific deduction of $100	18	$100

Tax and Payments

19	**Taxable income.** Subtract line 18 from line 17					19	0.00
20	Enter 30% (0.30) of line 19. (Timeshare associations, enter 32% (0.32) of line 19.)					20	
21	Tax credits (see instructions)					21	
22	**Total tax.** Subtract line 21 from line 20. See instructions for recapture of certain credits					22	0.00
23a	2018 overpayment credited to 2019	23a					
b	2019 estimated tax payments	23b		c Total ▶	23c		
d	Tax deposited with Form 7004				23d		
e	Credit for tax paid on undistributed capital gains (attach Form 2439)				23e		
f	Credit for federal tax paid on fuels (attach Form 4136)				23f		
g	Add lines 23c through 23f					23g	
24	**Amount owed.** Subtract line 23g from line 22. See instructions					24	
25	**Overpayment.** Subtract line 22 from line 23g					25	0.00
26	Enter amount of line 25 you want: **Credited to 2020 estimated tax** ▶				**Refunded** ▶	26	0.00

Sign Here

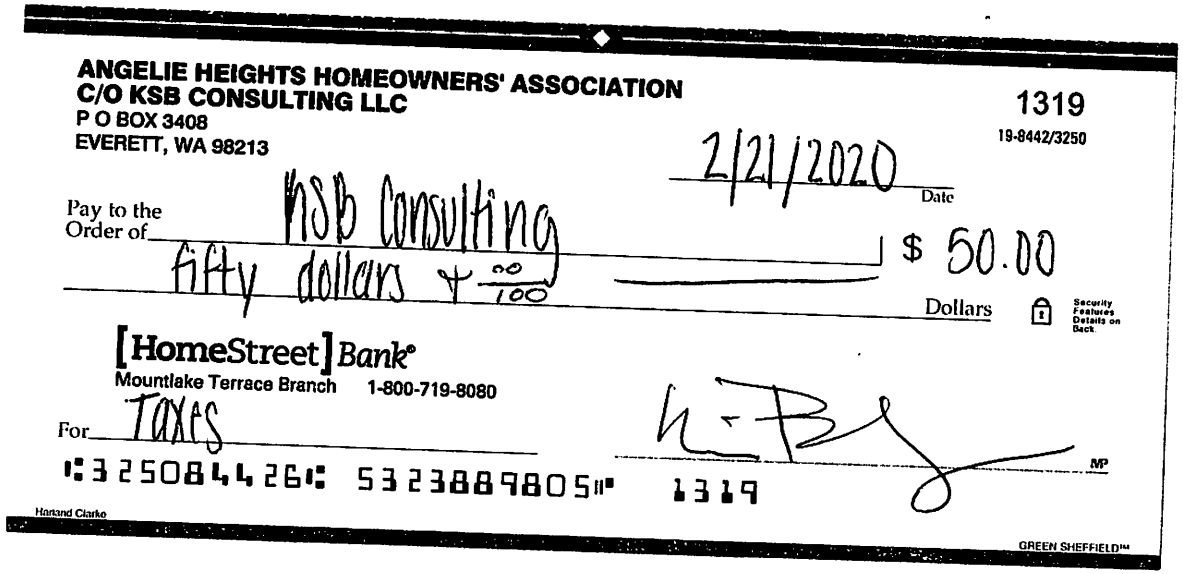
Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

▶ Signature of officer Date ▶ Title

May the IRS discuss this return with the preparer shown below? See instructions. ☐ Yes ☐ No

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Kim Bergesen				
Firm's name ▶ KSB Consulting			Firm's EIN ▶	26-0609394
Firm's address ▶ PO Box 58 Silver Lake WI 53170			Phone no.	4253445998



ANGELIE HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING LLC
P O BOX 3408
EVERETT, WA 98213

1319
19-8442/3250

2/21/2020
Date

Pay to the Order of KSB Consulting $ 50.00

fifty dollars + 00/100 Dollars

Security Features Details on Back

[HomeStreet] Bank®
Mountlake Terrace Branch 1-800-719-8080

For Taxes

⑆325084426⑆ 5323889805⑈ 1319

Harland Clarke

GREEN SHEFFIELD™

[HomeStreet] Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

00009696-0034995-0001-0002-TIMR8006430228201243

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170-0058

Last statement: January 31, 2020
This statement: February 29, 2020
Total days in statement period: 29

5323889805
(0)

Direct inquiries to:
800 719-8080

HomeStreet Bank
601 Union St, Suite 2000
Seattle WA 98101

00009696-0034995-0001-0002-TIMR8006430228201243(00009696)-000034997

OUR POLICY IS TO MAKE FUNDS FROM YOUR CASH, WIRE TRANSFERS AND ELECTRONIC DIRECT DEPOSITS AVAILABLE TO YOU ON THE DAY WE RECEIVE YOUR DEPOSIT. FUNDS FROM CHECKS ARE AVAILABLE TO YOU ON THE FIRST BUSINESS DAY AFTER WE RECEIVE THE DEPOSIT. IN SOME CASES, WE WILL NOT MAKE ALL OF THE FUNDS THAT YOU DEPOSIT BY CHECK AVAILABLE TO YOU UNTIL THE SECOND BUSINESS DAY AFTER THE DAY OF YOUR DEPOSIT.

Business Analyzed Checking

Account number	5323889805	Beginning balance	$6,736.23
Low balance	$6,636.23	Total additions	540.00
Average balance	$6,751.51	Total subtractions	368.40
		Ending balance	$6,907.83

CHECKS

Number	Date	Amount	Number	Date	Amount
9	02-28	218.40	1319	02-24	50.00
1318 *	02-13	100.00			

* Skip in check sequence

CREDITS

Date	Description	Store/Location #	Additions
02-18	' Remote Capture Dep		180.00
02-28	' Remote Capture Dep		360.00

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
01-31	6,736.23	02-18	6,816.23	02-28	6,907.83
02-13	6,636.23	02-24	6,766.23		

This contains 30% recycled post-consumer waste fiber. FDIC

00009696-0034995-0001-0002-TIMR8006430228201243(00009696)-000034997

ACCOUNT BALANCE

ENTER ENDING CHECKING ACCOUNT BALANCE FROM THE FRONT OF THIS STATEMENT	$	
	+	
ADD CHECKING DEPOSIT MADE BUT NOT SHOWN BY BANK	+	
	+	
SUBTOTAL	$	
ENTER TOTAL OUTSTANDING CHECKS AND OTHER WITHDRAWALS	−	
ACCOUNT BALANCE	$	

REGISTER BALANCE

ENTER YOUR CHECKBOOK BALANCE	$	
ADD DEPOSITS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER (POST IN YOUR REGISTER)	+	
	+	
ADD ANY INTEREST PAID THIS PERIOD (POST IN YOUR REGISTER)	+	
SUBTOTAL	$	
SUBTRACT CHECKS AND WITHDRAWALS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER. (POST IN REGISTER)	−	
	−	
SUBTRACT WITHHOLDING, IF ANY. (POST IN YOUR REGISTER)	−	
SUBTRACT TOTAL SERVICES CHARGES AND FEES FROM FRONT OF THIS STATEMENT (POST IN YOUR REGISTER)	−	
REGISTER BALANCE	$	

ENTER HERE

THESE SHOULD EQUAL

LIST CHECKS AND OTHER WITHDRAWALS MADE BUT NOT SHOWN ON STATEMENT

CHECK NUMBER OR DATE OF TRANSACTION	AMOUNT	
TOTAL		

IF THE ACCOUNT BALANCE DOES NOT BALANCE TO YOUR REGISTER BALANCE.

1. Compare dollar amount of cancelled checks shown on your statement to your register.
2. Compare the dollar amount of your deposits shown on your statement to your register. If there is a difference, refer to your deposit receipts.
3. Be sure you subtracted all bank service charges and fees from your check register.
4. Be sure you recorded all cash machine and other transactions in your register.
5. For interest-earning checking account customers, be sure you added interest paid this period or subtracted withholding (if any).
6. Check all additions and subtractions in your check register.
7. If your account is still out of balance, notify your branch right away.

Call 800-719-8080 toll free (TTY/TDD 855-584-0256)
or visit homestreet.com

HomeStreetBank, Operations Support,
33405 8th Ave S, Ste 250, Federal Way, WA 98003

PLEASE EXAMINE YOUR STATEMENT AND REPORT ANY IRREULARITIES TO US. THIS STATEMENT WILL BE CONSIDERED CORRECT FOR ALL PURPOSES UNLESS YOU NOTIFY US.

(CONSUMERS ONLY) IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:
In Case of Errors or Questions About Your Electronic Transfers
Telephone us at 1-800-719-8080 or Write to us at the address on the bottom of your statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for new accounts*), we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
*An account is considered new if the electronic transfer occurs within 30 days after the first deposit is made.

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Rev. 1/15

00009696-0034995-0001-0002-TIMR8006430228201243(00009696)-000034997

HomeStreet Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
February 29, 2020 5323889805

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total NSF Returned Item Fees	$0.00	$0.00

00009696-0034997-0002-0002-TIMR800643022820124 3(00009696)-000034999

Thank you for banking with HomeStreet Bank

This contains 30% recycled post-consumer waste fiber. FDIC

00009696-0034997-0002-0002-TIMR800643022820124 3(00009696)-000034999

ANGELIE HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING LLC
P O BOX 3408
EVERETT, WA 98213

1321
19-8442/3250

2/10/2020
Date

Pay to the Order of KSB Consulting $ 100.00

One Hundred Dollars + 00/100 Dollars

Security Features Details on Back.

[HomeStreet] Bank®
Mountlake Terrace Branch 1-800-719-8080

MP

For

⑈325084426⑈ 5323889805⑈ 1321

GREEN SHEFFIELD™

Harland Clarke

Confirmation: Make Payment

The following payments were successfully scheduled. You can edit or cancel a payment until the payment begins to process by going to Scheduled Activity.

Pay To	$ Amount	Send On	Deliver by	Type	Confirmation
Simpson's Landscapin ...ghts	218.40	03/10/20	03/16/20	Check #10	WBQCCF2G

Pay **218.40** from ANGELIA HEIGHTS HOA CHECKING, ...9805

Simpson's Landscaping, LLC
5715 - 252nd St. NE
Arlington, WA 98223
(360) 435-3632
SIMPSGL898RK

Invoice

Date	Invoice #
3/1/2020	12487

Bill To
Angelia Heights 2217 107th Avenue SE Lake Stevens, WA 98258

Description	Serviced	Qty	Rate	Amount
General Maintenance	2/1/2020		200.00	200.00T

Thank you for your business.

Subtotal	$200.00
Sales Tax (9.2%)	$18.40
Total	$218.40

MUTUAL OF
ENUMCLAW
INSURANCE
EST. 1898

ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

RE: CPP 0011290

Dear Valued Member:

Thank you for trusting Mutual of Enumclaw to provide your insurance protection.

Having the right coverage is important and your independent agent can provide you with in-depth knowledge of all of our products. I encourage you to have your agent review your protection regularly.

If the unfortunate happens and you suffer a loss our highly regarded claims staff stand ready to assist you when you need us.

We sincerely appreciate your business.

Eric Nelson, CPCU, ARP
President and CEO
Mutual of Enumclaw Insurance Company
Enumclaw Property and Casualty Insurance Company

0002228300002206100200

STF241 1119

MUTUAL OF
ENUMCLAW
INSURANCE
EST. 1898
Mutual of Enumclaw Insurance Company

Commercial Policy
Common Policy Declaration

POLICY NUMBER: CPP 0011290 08

This policy is a RENEWAL

Named Insured:
ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Agency:
HUB INTERNATIONAL NORTHWEST
12100 NE 195TH ST STE 200
BOTHELL WA 98011-5768

Phone No. 425-489-4500 **Code #** 0006700

Policy Period: From: 05/23/2020 **to** 05/23/2021 **at**
12:01 A.M. Standard Time at your Mailing address shown above

Form of Business: HOMEOWNERS ASSN **Type of Business:** HOMEOWNERS ASSN

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

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Coverage Part	As Provided by Declarations	Premium
Commercial General Liability Coverage Part	DG0010	$ 589
	TOTAL	$ 589
Total Includes Terrorism Coverage Premiums For:		
Mandatory Terrorism Coverage	$ 5	
Optional Terrorism Coverage	$ Included	

Premium Due At Inception: THIS IS NOT A BILL.
Please Refer to Customer Billing For Any Payment Information.

You may pay your premium in full or installments. If you pay your premium in installments you may be subject to an additional charge for each installment. Additional charges may also be due if your payment is not received by the due date or is not honored by your financial institution. All charges are shown on your billing statements and are subject to change.

Forms Which Describe or Modify The Coverages Provided By This Insurance Are Listed On The Coverage Part Declarations Pages For Which They Are Applicable. All Such Forms Are Attached To And A Part Of This Policy. Please Read Your Policy Carefully.

0002228300002206100300

COMMERCIAL POLICY COMMON POLICY DECLARATIONS - CONTINUED

Named Insured: ANGELIA HEIGHTS HOA **Policy Number:** CPP 0011290 08

COMMON POLICY SCHEDULE OF LOCATIONS

Loc No.	Bldg. No.	Description or Address
0001		2327 107TH AVE SE LAKE STEVENS, WA 98258

COMMON FORMS AND ENDORSEMENT SCHEDULE

THE FOLLOWING FORMS OR ENDORSEMENTS APPLY TO ALL COVERAGE PARTS INCLUDED ON THE POLICY.

Form Number		Form Name
IL0003	(09/08)	Calculation of Premium
IL0123	(11/13)	WA Changes - Defense Costs
IL0146	(08/10)	WA Common Policy Conditions
IL0198	(09/08)	Nuclear Energy Liab Excl Endt
ME0001	(10/15)	Mutual Policy Conditions
ME0105	(01/14)	Marijuana Exclusion

0002228300002206100400

Mutual of Enumclaw Insurance Holding Company
1460 Wells Street
Enumclaw, WA 98022

Mutual Policy Conditions

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance, of which the following shall apply to and form a part of this policy.

MEETING OF MEMBERS

The annual meeting of the Members shall be held on the last Friday in January of each year at 10:30 a.m. local time at the principal office of the Company. The principal office is currently located at 1460 Wells Street, Enumclaw, Washington 98022. Every policyholder of the Company is a Member and shall be entitled to one vote on all matters coming before any annual or special meeting of the Company. A Member may vote in person or by written proxy. The intent to vote by proxy must be filed with the Secretary of the Company not less than ten days before the date of the meeting at which such proxy is to be exercised. This notice shall be deemed full notice to the Members of the annual meeting.

DIVIDENDS

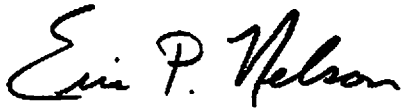
The policyholder shall participate in the distribution of dividends. Dividends are fixed and determined by the Board of Trustees in accordance with the provisions of law.

LIMIT OF LIABILITY

The liability of each policyholder is limited to the amount of the premium specified in the policyholder's policy.

Signature Section

Athan Shinas
Secretary



Eric P. Nelson
President

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MUTUAL OF
ENUMCLAW
INSURANCE
EST. 1898

1460 Wells Street, Enumclaw, WA 98022
www.mutualofenumclaw.com

PRIVACY POLICY

Mutual of Enumclaw Insurance Company and Enumclaw Property and Casualty Insurance Company are committed to protecting your privacy. This notice describes our current privacy policy and practices. We may change this Policy from time to time. Revisions will be posted on our website as they are implemented.

PRIVACY AND SECURITY

We use a variety of policies, procedures and technologies to safeguard the privacy and security of your personal information and to protect it from unauthorized access. Part of this involves restricting information access to those employees and others that have an actual business need for it. We utilize an assortment of data encryption and hardware security technologies to help further secure the data.

TYPES AND USE OF PERSONAL INFORMATION COLLECTED

The personal information we collect from you, and about you, is used to research, develop, provide, revise and service insurance product offerings. The type of information varies depending upon whether you are a current policyholder or a prospective insured, as well as the particular insurance product under consideration.

Sources and Types of information we may collect:

- From You – information such as your name, address, date of birth, social security number, email address, and telephone number, etc. These are obtained via applications for insurance, on questionnaires and other forms, through telephone or in-person interviews, from your Independent Agent, or Customer Service Center contact.
- From Transactions with us – information regarding payment history, underwriting correspondence and claim records, etc.
- From Consumer Report Agencies and other Third Parties – information regarding your driving record, prior claim history, credit-based insurance score, county assessor data, court or police records, etc.

A copy of our corporate policy regarding the use of credit-based insurance scores is available upon request. To obtain or see a copy, either write us at 1460 Wells St. Enumclaw, WA 98022, contact your local agent, or, review it online at www.mutualofenumclaw.com/score.

SAFEGUARDING YOUR MEDICAL INFORMATION

Mutual of Enumclaw shares your concern about the privacy of your medical information. We assure you that we do not rent, sell, or give away your personally identifiable medical information to anyone for marketing purposes. We will only use and share personally identifiable medical information for insurance underwriting purposes, to service your policy or a claim, and for other purposes required or permitted by law.

WHEN WE MAY DISCLOSE INFORMATION

Mutual of Enumclaw respects the confidentiality of personal information. There are circumstances, nevertheless, in which we may disclose some of the personal information we have about you to others. It may be done in order to adjust a claim, service or process an insurance product request, provide a service that you have requested or authorized, or as is deemed necessary or required to conduct our business.

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Examples of such disclosures:

- Providing information in response to a request by regulatory or governmental authorities, to comply with laws, or legal process.
- Providing information to our re-insurers, administrators, auditors, or consultants.
- Providing information to your Independent Agent and his or her associates so they can administer your business and provide service to you. They may also use this information to advise you of additional products and services offered through their agency.
- Providing information in an aggregated form that does not directly identify you.
- Providing information with your consent.
- Providing information to third party vendors, consultants and other service providers who are working on our behalf and need the information to carry out their work for us.
- Providing your information in connection with any merger, sale of company assets, financing or acquisition of all or a portion of our business to another company.
- Providing your information to protect the rights and property of Mutual of Enumclaw, our agents, members, and others including to enforce our agreements, policies and terms of use, or in the good faith belief that disclosure is needed to respond to an emergency or protect the personal safety of any person.

We will continue to limit the disclosure of your personal information (in accordance with our stated privacy policy and practices) in the event your relationship with us ends, just as we do for those who continue a relationship with us.

HOW CAN YOU FIND OUT WHAT INFORMATION WE HAVE ABOUT YOU?

Most of the information we have about you comes directly from you and your agent via policy application, underwriting and claim forms. Some is obtained from other sources. You have the right to know what kind of information we have in our files about you (except for information that may relate to or is collected in connection with, or in reasonable anticipation of, a claim or a civil or criminal proceeding). You may request to either see, or obtain from us by mail, the information we have about you in our records. You are also entitled to find out (if recorded) who Mutual of Enumclaw has disclosed your personal information to within the two years prior to the request. We will honor this request within thirty (30) business days from the date the request is received. We may charge a reasonable fee to cover the costs incurred in providing you with a copy of this information.

If you believe that any of the information we have is inaccurate or incomplete, you may request that we make the necessary corrections, additions or deletions. Within thirty (30) days of your request, we will either: (a) correct, amend or delete the portion of the recorded personal information; or (b) notify you of our refusal to make the requested correction, amendment or deletion. In the event you disagree with our refusal to make a requested correction, deletion or amendment, you have the right to file a concise statement setting forth (a) what you believe is the correct, relevant or fair information; and (b) the reasons why you disagree with our refusal to correct, amend or delete the recorded personal information.

To fulfill your request, we may make arrangements with a support organization or consumer reporting agency to copy and disclose information to you on our behalf. You may also request a more complete description of the entities to which we disclose customer information, or the circumstances which might warrant such disclosures.

Please send any requests (along with your policy and phone number) to:

Mutual of Enumclaw
Customer Privacy Inquiries
1460 Wells St.
Enumclaw, WA 98022

Our Privacy Policy applies to all Mutual of Enumclaw companies:

- Mutual of Enumclaw Insurance Company
- Enumclaw Property and Casualty Insurance Company

COMMERCIAL PACKAGE POLICY
LOCATION/BUILDING ADDRESS SCHEDULE

Policy Number: CPP 0011290 08 **Effective Date:** 05/23/2020

Named Insured: ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Loc No.	Bldg. No.	Description or Address
0001		2327 107TH AVE SE LAKE STEVENS, WA 98258
	001	HOMEOWNERS ASSN

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FORMS AND ENDORSEMENT SCHEDULE

Policy Number: CPP 0011290 08 **Effective Date:** 05/23/2020

Named Insured: ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Coverage Line	Form Number	Ed. Date	Description
All Lines	ME0001	(10/15)	Mutual Policy Conditions
All Lines	COM126	(01/15)	Terrorism Disclosure Notice
All Lines	COM127	(08/15)	Terrorism Rejection Form
Interline	IL0003	(09/08)	Calculation of Premium
Interline	IL0123	(11/13)	WA Changes - Defense Costs
Interline	IL0146	(08/10)	WA Common Policy Conditions
Interline	IL0198	(09/08)	Nuclear Energy Liab Excl Endt
Interline	ME0105	(01/14)	Marijuana Exclusion
General Liability	CG0001	(04/13)	Comml Gen Liab Coverage Form
General Liability	CG0181	(05/08)	Washington Changes
General Liability	CG0197	(12/07)	Washington Chgs-Empl-Rel Pract
General Liability	CG0442	(11/03)	Stop Gap-Employers Liab-WA
General Liability	CG0450	(05/08)	Washington Chgs-Who In An Insd
General Liability	CG2017	(10/93)	Addl Insd-Townhouse Assoc.
General Liability	CG2106	(05/14)	Excl-Dscl PersInfo Liab
General Liability	CG2134	(01/87)	Excl-Designated Work
General Liability	CG2146	(07/98)	Abuse or Molestation Exclusion
General Liability	CG2149	(09/99)	Total Pollution Excl. Endorse.
General Liability	CG2153	(01/96)	Excl-Desig Ongoing Operations
General Liability	CG2170	(01/15)	Cap on Loss Frm Cert Acts Terr
General Liability	CG2176	(01/15)	Excl-Punitive Damage C.A.T
General Liability	CG2196	(03/05)	Silica or Silica-Related Dust
General Liability	CG2677	(12/04)	WA-Fungi or Bacteria Exclusion
General Liability	CG3220	(01/15)	WA - Cond Excl of Terrorism
General Liability	EG2017	(08/02)	Addl Insd - Homeowners Assoc
General Liability	EG2201	(12/04)	Asbestos Exclusion
General Liability	EG2206	(12/04)	Lead Exclusion
General Liability	EG2207	(12/04)	Arsenic Exclusion
General Liability	EG2250	(01/07)	Aircraft Products Exclusion
General Liability	EG2297	(02/06)	Addtl CGL Conditions
General Liability	EG9901	(12/19)	Special GL Enhancement Endt
General Liability	EG9940	(11/12)	Emp-Related Prac Liab Coverage

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Mutual of Enumclaw Insurance Company Enumclaw, Washington 98022

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: CPP 0011290 08 **Effective Date:** 05/23/2020

Named Insured: ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Premium: Advanced Premium for this Coverage Part is $ 589

Limits Of Insurance:

EACH OCCURRENCE LIMIT	$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (Any One Premises)	$ 300,000
MEDICAL EXPENSE LIMIT (Any One Person)	$ 10,000
PERSONAL & ADVERTISING INJURY LIMIT (Any One Person or Organization)	$ 1,000,000
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)	$ 2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000

Location Of All Premises You Own, Rent Or Occupy:
Refer to DP 00 98 - Schedule of All Locations You Own, Rent or Occupy.

Classification Schedule: Refer to Commercial General Liability Supplemental Declarations DG 00 15.

Coverage Forms and Endorsements Applicable to This Coverage Part:

Form Title	Form Number
SEE ATTACHED SCHEDULE	

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Mutual of Enumclaw Insurance Company Enumclaw, Washington 98022

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number: CPP 0011290 08 **Effective Date:** 05/23/2020

Named Insured: ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Loc.	Class Code	Classifications	Premium Basis/ Exposure	Rates		Advance Premiums	
				Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.
1	68500	TOWNHOUSES ASSOCIATIONS (ASSOCIATION RISK ONLY) PROD/COMP OP ARE SUBJECT TO GEN'L AGGREGATE LIMIT	24 UNIT	7.467	INCLUDED	$179	INCLUDED
1	48727	STREETS,ROADS,HIGHWAYS OR BRIDGES-EXISTENCE AND MAINTENANCE PROD/COMP OP ARE SUBJECT TO GEN'L AGGREGATE LIMIT	2	117.701	INCLUDED	$235	INCLUDED
1	68500	STOP GAP - EMPLOYERS LIABILITY COVERAGE	24			$4	
1	48727	STOP GAP - EMPLOYERS LIABILITY COVERAGE	2			$5	
ALL		EG9901-SPECIAL GL ENH ENDT				$50	
ALL	99999	EMP RELATED PRACTICES LIAB				$111	

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Mutual of Enumclaw Insurance Company Enumclaw, Washington 98022

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Policy Number: CPP 0011290 08 **Effective Date:** 05/23/2020

Named Insured: ANGELIA HEIGHTS HOA
%KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170

Loc # 1
2327 107TH AVE SE
LAKE STEVENS, WA 98258

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MUTUAL OF
ENUMCLAW
INSURANCE
EST. 1898
1460 Wells Street, Enumclaw, WA 98022
www.MutualofEnumclaw.com

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE PURSUANT TO TERRORISM RISK INSURANCE ACT

This notice informs you that in accordance with the federal Terrorism Risk Insurance Act, you have a right to purchase insurance coverage for losses resulting from acts of terrorism as defined in section 102(1) of the act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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.

Where coverage is provided by this policy for losses resulting from certified acts of terrorism, a share of the losses may be partially reimbursed by the United States Government, Department of the Treasury. The amount of reimbursement is determined under a formula established by federal law. Your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under this formula, the federal share generally equals 85% of insured losses that exceed the applicable insurer retention, and we have met our insurer deductible under the Terrorism Risk Insurance Act, beginning January 1, 2016 and then decreased 1 percentage point per calendar year until it reaches 80%.

The Terrorism Risk Insurance Act, as amended, also contains a $100 billion cap that limits federal government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one Program Year (January 1 through December 31) exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The Terrorism Risk Insurance Act requires that terrorism coverage be made available to all commercial insurance customers. Since your current commercial insurance policy already provides coverage for acts of terrorism no action is required on your part to include this coverage.

The Terrorism Risk Insurance Act requires that we notify you of the premium charge, if any, that applies to terrorism coverage. If a terrorism coverage charge is being made, it will appear as separate line items on either the declarations page of your policy or on an amendatory endorsement to your policy.

You have the right to decline coverage by notifying us in writing. The Rejection of Terrorism Coverage form is provided for your convenience.

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Rejection of Terrorism Coverage

I acknowledge the offer of Terrorism Insurance Coverage mandated by the Terrorism Risk Insurance Act of 2002.

I hereby request that the optional portion of the terrorism coverage be deleted from my commercial insurance policy described below.

_____ _____

Signature of Named Insured Date

Policy Number: CPP 0011290 08

Named Insured: ANGELIA HEIGHTS HOA

Policy Effective Date: 05/23/2020

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

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 PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN 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

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS COVERAGE FORM
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and
5. Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

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WASHINGTON COMMON POLICY CONDITIONS

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

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:
   a. Written notice by mail, fax or e-mail;
   b. Surrender of the policy or binder; or
   c. Verbal notice.

   Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:
   a. The date on which notice is received or the policy or binder is surrendered; or
   b. The date of cancellation requested by the first Named Insured.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:
   a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
   b. 45 days before the effective date of cancellation if we cancel for any other reason;

   except as provided in Paragraphs 3. and 4. below.
3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:
   a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
   b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
   c. Because of its physical condition, the structure is in danger of collapse;
   d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
   e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
   f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
   g. The structure is not maintained in substantial compliance with fire, safety and building codes.

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4. If:
   a. You are an individual;
   b. A covered auto you own is of the "private passenger type"; and
   c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

   we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:
   a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
   c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
   d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph **A.3.** above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph **A.3.** above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. 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 will be at least 90% of the pro rata refund unless the following applies:
   a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
   b. If:
      (1) You are an individual;
      (2) A covered auto you own is of the "private passenger type";
      (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
      (4) The first Named Insured cancels;

      the refund will be not less than 90% of any unearned portion not exceeding $100, plus 95% of any unearned portion over $100 but not exceeding $500, and not less than 97% of any unearned portion in excess of $500.

   The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

The 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 a fterward.

D. Inspection 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.

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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 Declara tions:

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.

G. Nonrenewal

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:
   a. Expiration of the policy; or
   b. Anniversary date of this policy if this policy has been written for a term of more than one year.

   Otherwise, we will renew this policy unless:
   a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
   b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
   c. The policy clearly states that it is not renewable and is for a specific line, sub- classification, or type of coverage that is not offered on a renewable basis.
2. If:
   a. You are an individual;
   b. A covered auto you own is of the "private passenger type"; and
   c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

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the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.

c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

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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
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
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";

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"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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART – FARM PERSONAL PROPERTY COVERAGE FORM
BUSINESSOWNERS POLICY

A. The following is added to the **Property Not Covered** section of the:

- Building And Personal Property Coverage Form, **CP 00 10**
- Farm Property - Farm Personal Property Coverage Form, **FP 00 13**
- Businessowners Coverage Form, **BP 00 03**

marijuana or "marijuana products"

B. The following is added to the **Exclusions** section of the:

- Commercial General Liability Coverage Form, **CG 00 01**
- **Section II - Liability** of the Businessowners Coverage Form, **BP 00 03**

This insurance does not apply to "bodily injury" or "property damage" arising, or allegedly arising, in whole or in part, out of the:

1. Inhalation, ingestion, absorption or use of;
2. Growing, manufacture, storage, distribution or disposal of;
3. Prescribing of or failure to prescribe;
4. Sale, handling, delivery, transfer or possession of; or
5. Exposure to

marijuana or "marijuana products".

C. As used in this endorsement:

"Marijuana products" means any product containing the Controlled Substance marijuana as defined under the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812.

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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".

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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".

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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".

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(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;

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(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

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(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".

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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.

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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.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

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

   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

   b. This insurance applies to such liability assumed by the insured;

   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

   f. The indemnitee:

      (1) Agrees in writing to:

         (a) Cooperate with us in the investigation, settlement or defense of the "suit";

         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

         (c) Notify any other insurer whose coverage is available to the indemnitee; and

         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

      (2) Provides us with written authorization to:

         (a) Obtain records and other information related to the "suit"; and

         (b) Conduct and control the defense of the indemnitee in such "suit".

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

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

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also 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.

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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.**

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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.

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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;

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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.

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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.

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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.

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **e.** of Coverage **A** – Bodily Injury And Property Damage Liability (Section **I** – Coverages) applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **e.** is replaced with the following:

This insurance does not apply to:

1. "Bodily injury" to 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. 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".

B. Paragraphs **2.a.(1)(a)**, **(b)** and **(c)** of Section **II** – Who Is An Insured apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph **2.(a)** of **Section II – Who Is An Insured** and Paragraph **2.a.(1)** of **Section II** is replaced with the following:

2. Each of the following is also an insured:
   a. 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" is an insured 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
         (b) 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)** above; or

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WASHINGTON CHANGES – 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 **Coverage A – Bodily Injury And Property Damage Liability (Section I – Coverages):**

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.** and **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.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "bodily injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

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

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.** and **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.

However, Paragraphs **1.a.** and **2.** of this exclusion do not apply if such "personal and advertising injury" is sustained by any "employee" of the insured whose employment is subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

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STOP GAP – EMPLOYERS LIABILITY COVERAGE ENDORSEMENT – WASHINGTON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits Of Insurance			
Bodily Injury By Accident	$	1,000,000	Each Accident
Bodily Injury By Disease	$	2,000,000	Aggregate Limit
Bodily Injury By Disease	$	1,000,000	Each Employee

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

A. The following is added to **Section I - Coverages:**

COVERAGE - STOP GAP - EMPLOYERS LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated by Washington Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" 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 accident 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 this coverage.

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

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

(a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";

(b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and

(c) "Employee", at the time of the injury, was covered under a worker's compensation policy and subject to a "workers compensation law" of Washington; and

(2) The:

(a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

(b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.

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

(1) For:

(a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";

(b) Care and loss of services; and

(c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

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

(2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

2. **Exclusions**

This insurance does not apply to:

a. **Intentional Injury**

"Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.

b. **Fines Or Penalties**

Any assessment, penalty, or fine levied by any regulatory inspection agency or authority.

c. **Statutory Obligations**

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

d. **Contractual Liability**

Liability assumed by you under any contract or agreement.

e. **Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

f. **Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

g. **Failure To Comply With "Workers Compensation Law"**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

(1) Deprived of common law defenses; or

(2) Otherwise subject to penalty;

because of your failure to secure your obligations or other failure to comply with any "workers compensation law".

h. **Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

(1) Knowingly employed by you in violation of any law as to age; or

(2) Under the age of 14 years, regardless of any such law.

i. **Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

(1) The Federal Employer's Liability Act (45 USC Section 51-60);

(2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);

(3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);

(4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);

(5) The Defense Base Act (42 USC Sections 1651-1654);

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(6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);

(7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);

(8) Any other workers compensation, unemployment compensation or disability laws or any similar law; or

(9) Any subsequent amendments to the laws listed above.

j. **Punitive Damages**

Multiple, exemplary or punitive damages.

k. **Crew Members**

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

B. The **Supplementary Payments** provisions apply to Coverage - Stop Gap Employers Liability as well as to Coverages **A** and **B.**

C. For the purposes of this endorsement, **Section II - Who Is An Insured,** is replaced by the following:

If you are designated in the Declarations as:

1. 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.
2. 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.
3. 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.
4. 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.

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.

D. For the purposes of this endorsement, **Section III - Limits Of Insurance,** is replaced by the following:

1. 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:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" - Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" - Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" - Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage 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.

E. For the purposes of this endorsement, Condition **2. - Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

2. **Duties In The Event Of Injury, Claim Or Suit**
   a. You must see to it that we or our agent are notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
      (2) The names and addresses of any injured persons and witnesses; and

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(3) The nature and location of any injury.

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 injury, claim, proceeding or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";

(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 to which this insurance may also apply; and

(5) Do nothing after an injury occurs that would interfere with our right to recover from others.

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.

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or

c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico, or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers Compensation Law" means the Workers Compensation Law and any Occupational Disease Law of Washington. This does not include provisions of any law providing non-occupational disability benefits.

2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".

3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.

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WASHINGTON CHANGES – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraphs **2.a.(1)(a), (b)** and **(c)** of **Section II – Who Is An Insured** apply only to "employees" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the reference to "volunteer workers" is removed from Paragraph **2.(a)** of **Section II – Who Is An Insured** and Paragraph **2.a.(1)** of **Section II – Who Is An Insured** is replaced with the following:

2. Each of the following is also an insured:
   a. 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" is an insured 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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
         (b) 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)** above; or
         (c) Arising out of his or her providing or failing to provide professional health care services.

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ADDITIONAL INSURED – TOWNHOUSE ASSOCIATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include each individual townhouse owner, but only with respect to liability as a member of the townhouse association and not with respect to any liability arising out of the ownership, maintenance, use or repair of the real property to which the owner has title.

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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.

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EXCLUSION - DESIGNATED WORK

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Description of your work:

ANY AND ALL CONSTRUCTION OPERATIONS EXCEPT
WITH RESPECT TO THE BASIC UPKEEP OF THE PREMISES

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

This insurance does not apply to "bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" shown in the Schedule.

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ABUSE OR MOLESTATION EXCLUSION

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. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
2. The negligent:
   a. Employment;
   b. Investigation;
   c. Supervision;
   d. Reporting to the proper authorities, or failure to so report; or
   e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

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TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

f. Pollution

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

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

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

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):
ANY AND ALL CONSTRUCTION OPERATIONS
EXCEPT WITH RESPECT TO BASIC UPKEEP OF THE PREMISES

Specified Location (If Applicable):
2327 107TH AVE SE
LAKE STEVENS, WA 98258

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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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. 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.

"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:

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

B. 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.

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EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT 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 PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"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:

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

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.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

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

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

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

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

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

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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WASHINGTON – 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.

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.

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.

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WASHINGTON CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

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. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
   a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
   b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
      (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
      (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
      (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
2. If the provisions of this endorsement become applicable, such provisions:
   a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
   b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

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B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy 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 or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

5. The total of insured damage to all types of property exceeds $25,000,000. In determining whether the $25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or

6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:

a. Physical injury that involves a substantial risk of death; or

b. Protracted and obvious physical disfigurement; or

c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **C.5.** or **C.6.** are exceeded.

With respect to this Exclusion, Paragraphs **C.5.** and **C.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

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.

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ADDITIONAL INSURED – HOMEOWNERS ASSOCIATION MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include each individual homeowner, but only with respect to liability as a member of the homeowners association and not with respect to any liability arising out of the ownership, maintenance, use or repair of the real property to which the homeowner has title.

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ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Asbestos

(1) "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related to the actual, alleged, or threatened presence of or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:

(a) The existence, installation, storage, handling or transportation of "asbestos";

(b) The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;

(c) The disposal of "asbestos";

(d) Any structures, manufacturing processes, or products containing "asbestos";

(e) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

(f) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

(2) Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

(a) Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos", or

(b) Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or

(c) Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

B. The following exclusion is added to Paragraph **2. Exclusions**, of **Coverage C Medical Payments:**

We will not pay expenses for "bodily injury":

Asbestos

Due to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of, "asbestos" in any form.

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

(1) "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, proucts or materials and any gases, vapors, scents or by-products produced or released by asbestos.

(2) "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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LEAD EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Lead

(1) "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related to the actual, alleged, or threatened presence of or exposure to "lead" in any form, or to harmful substances emanating from "lead". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "lead". Such injury from or exposure to "lead" also includes, but is not limited to:

(a) The existence, storage, handling or transportation of "lead";

(b) The removal, abatement or containment of "lead" from any structures, materials, goods, products, or manufacturing process;

(c) The disposal of "lead";

(d) Any structures, manufacturing processes, or products containing "lead";

(e) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage;

(f) Any product manufactured, sold, handled or distributed by or on behalf of the insured which contains "lead"; or

(g) Any supervision, instructions, recommendations, warranties (express or implied), warnings or advice given or which should have been given.

(2) Any loss, cost or expense including, but not limited to, payment for investigation or defense, fines, penalties, interest and other costs or expenses, arising out of any:

(a) Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "lead"; or

(b) Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "lead" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "lead" by any insured or by any other person or entity; or

(c) Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "lead".

This exclusion applies regardless of who produced, installed, used, owned, sold, distributed, handled, stored or controlled the "lead".

B. The following exclusion is added to Paragraph **2. Exclusions**, of **Coverage C Medical Payments** :

We will not pay expenses for "bodily injury" due to the actual, alleged or threatened consumption of, inhalation of, ingestion of, absorption of, contact with, exposure to, existence of or presence of, "lead" in any form.

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

1. "Lead" means any type or form of lead, lead products, or lead materials, including any products, goods, or materials containing lead, products or materials and any gases, vapors, scents or by-products produced or released by lead.
2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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ARSENIC EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Arsenic

(1) "Bodily injury", "property damage", "personal and advertising injury" or "reduction in value" related to the actual, alleged, or threatened presence of or exposure to "arsenic" in any form, or to harmful substances emanating from "arsenic". This includes the use of, consumption of, ingestion of, inhalation of, absorption of, contact with, existence of, presence of, proliferation of, discharge of, dispersal of, seepage of, migration of, release of, escape of, or exposure to "arsenic". Such injury from or exposure to "arsenic" also includes, but is not limited to:

(a) The existence, installation, storage, handling or transportation of "arsenic";

(b) The removal, abatement or containment of "arsenics" from any structures, materials, goods, products, or manufacturing process;

(c) The disposal of "arsenic";

(d) Any structures, manufacturing processes, or products containing "arsenic";

(e) Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or

(f) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

(2) Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:

(a) Claim, "suit", demand, judgment, obligation, order, request, settlement, or statutory or regulatory requirement that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "arsenic", or

(b) Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "arsenic" by any insured or by any other person or entity; or

(c) Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "arsenic".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "arsenic".

B. The following exclusion is added to Paragraph **2. Exclusions**, of **Coverage C Medical Payments**:

We will not pay expenses for "bodily injury":

Arsenic

Due to the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of or presence of, "arsenic" in any form.

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

(1) "Arsenic" means any type or form of arsenic including, but not limited to, arsenic-containing products, goods, fibers or materials; arsenic dust; fine particulate dust of arsenic; and any gases, vapors, scents or by-products produced or released by arsenic, arsenic dust or arsenic containing products, goods, fibers or materials.

(2) "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

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AIRCRAFT PRODUCTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **Coverage A, Paragraph 2. - Policy Exclusions** as a distinct and separate exclusion:

This insurance does not apply to "bodily injury" or "property damage" arising out of any "aircraft product."

As used in this endorsement, aircraft shall be deemed to include missiles, spacecraft or other aeronautical mechanisms.

As used in this endorsement, "aircraft product" shall be deemed to include:

1. any ground support or control equipment used in with any aircraft;
2. any article designed for installation in aircraft;
3. any ground handling tool or equipment;
4. any aircraft training aids, instructions, manuals or blueprints; and
5. any engineering labor or other service involving aircraft.

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ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. TWO OR MORE COVERAGES

If two or more coverages of this policy apply to the same loss, the maximum amount we will pay as damages shall not exceed the highest of the applicable Limits of Insurance.

B. TWO OR MORE POLICIES

If two or more policies issued to you by us apply to the same loss, the maximum amount we will pay as damages under all the policies shall not exceed the highest of the applicable Limits of Insurance.

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SPECIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

1. Incidental Malpractice Liability	**Included**
2. Expected Or Intended Injury	**Included**
3. Non-Owned Watercraft	**Up to 51 Feet in Length**
4. Non-Owned Aircraft	**Included**
5. Property Damage Liability	
• **By Use of Elevators**	**Included**
• **"Borrowed Personal Property" (Deductible: $1000)**	**$25,000**
• **Premises Rented to You or Temporarily Occupied by You With Permission of Owner**	**$300,000**
6. Product Recall Expense	**$100,000**
7. Medical Payments	**$10,000**
8. Supplementary Payments - Increased Limits	
• **Bail Bonds**	**$1,000**
• **Loss of Earnings**	**$500 a day**
9. Broad Form Named Insured	**Included**
10. Newly Formed Or Acquired Organizations - Covered up to 180 days	**Included**
11. Additional Insured - Broad Form Vendors	**Included**
12. Knowledge of Occurrence	**Included**
13. Unintentional Failure To Disclose Hazards	**Included**
14. Definitions	
15. Employment-Related Practices Liability (Deductible: $3,000)	**$15,000 each injury/$15,000 aggregate**

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1. INCIDENTAL MALPRACTICE LIABILITY

A. The definition of "bodily injury" in Section **V** – Definitions is amended to include injury arising out of the rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services.

B. Paragraph **2.a.(1)(d)** under WHO IS INSURED (Section **II**) does not apply to nurses, emergency medical technicians or paramedics referred to in **a.** above.

This coverage does not apply if you are engaged in the business or occupation of providing any services referred to in paragraph **A.** above.

2. EXPECTED OR INTENDED INJURY

Exclusion **a.** under COVERAGE **A** (Section **I**) is replaced by the following:

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

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

3. NON-OWNED WATERCRAFT

Paragraph **(2)** of Exclusion **g.** under COVERAGE **A** (Section **I**) is replaced by the following:

This exclusion does not apply to:
(2) A watercraft you do not own that is:
(a) Less than 51 feet long; and
(b) Not being used to carry persons or property for a charge.

Paragraph **(2)** applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

4. NON-OWNED AIRCRAFT

The following paragraph is added to Exclusion **g.** under COVERAGE **A.** (Section **I**):

This exclusion does not apply to
(6) An aircraft that is:
(a) Hired, chartered or borrowed with a paid crew; and
(b) Not owned by any insured.

However, paragraph **(6)** does not apply if other insurance is available to the insured for a loss we cover under paragraph **(6),** whether primary, excess, contingent or any other basis.

5. PROPERTY DAMAGE LIABILITY

A. Exclusion **j.** under COVERAGE **A** (Section **I**) is revised as follows:

1. The paragraph immediately following paragraph **(6)** is replaced by the following:

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

2. The following paragraphs are added to Exclusion **j.** under COVERAGE **A** (Section **I**):

Paragraphs **(3)** and **(4)** of do not apply to the use of elevators.
Paragraph **(4)** of this exclusion does not apply to "property damage" to "borrowed personal property" while:

(a) The "borrowed personal property" is on premises occupied by you and owned, leased or rented by you; and

(b) "Property damage" insurance under this policy applies to the premises.

Subject to paragraph **2.** under LIMITS OF INSURANCE (Section **III**), the most we will pay for "property damage" to "borrowed personal property" is $25,000 any one "occurrence". Our obligation to pay damages on your behalf applies only to the amount of damages in excess of $1,000. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may pay any part or the entire deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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The insurance provided for "property damage" from the use of elevators and for "property damage" to "borrowed personal property" is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to any insured whether primary, excess, contingent or on any other basis.

B. The last paragraph under Exclusions (Section **I** – Coverage **A**) is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, smoke or leakage from fire protection systems 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 paragraph **6.** under LIMITS OF INSURANCE (Section **III**).

C. Paragraph **6.** under LIMITS OF INSURANCE (Section **III**) is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit of $300,000 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, explosion, smoke or leakage from fire protection systems, while rented to you or temporarily occupied by you with permission of the owner.

D. Paragraph **4.b.(1)(a)(ii)** under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**) is replaced by the following:

(b) That is Fire, Explosion, Smoke Or Leakage From Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

6. PRODUCT RECALL EXPENSE

NOTICE: COVERAGE FOR "DEFENSE EXPENSES" IS SUBJECT TO THE LIMIT OF INSURANCE, NOT IN ADDITION TO THE LIMIT OF INSURANCE. THIS MEANS THAT PAYMENT FOR "DEFENSE EXPENSES" REDUCES THE AMOUNT AVAILABLE TO PAY FOR DAMAGES.

A. Exclusion **n.** under COVERAGE **A** (Section **I**) - is replaced by the following:

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 "your product" if "your product" 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.

This exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product," except for "product recall expenses" resulting from or due to:

(1) Failure To Conform To Intended Purpose
The failure of "your product" to accomplish its intended purpose.

(2) Breach of Warranty
Breach of warranty of fitness, quality, durability or performance, whether written or implied.

(3) Loss of Customer Approval
Loss of customer approval, or any cost incurred to regain customer approval.

(4) Redistribution or Replacement of Recalled Product
The redistribution or replacement of "your product" which has been recalled, by like products or substitutes.

(5) Known Defect or Condition
A defect or condition known to exist by the named insured or the named insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession;

(6) Expiration of Shelf Life
The expiration of the designated shelf life of "your product".

(7) Deterioration, Decomposition, Or Chemical Transformation
Transformation of a chemical nature, deterioration or decompositions of "your product". This exclusion does not apply if it is caused by:

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(i) An error in manufacturing, design or processing;
(ii) Transportation of "your product"; or
(iii) Product tampering.

(8) Otherwise Excluded Products
Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A** (Section **I**) by endorsement.

(9) Government Ban
A recall of "your product" or a component contained within "your product" which has been:
(i) Banned from the market by an authorized government entity prior to the policy period; or
(ii) Distributed or sold by you subsequent to any governmental ban.

(10) Third Party Damages, Fines And Penalties
Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

B. The following is added to paragraph **3** under WHO IS INSURED (Section **II**):

COVERAGE **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

C. LIMITS OF INSURANCE (Section **III**) is replaced by the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:
a. Damages under Coverage **A** because of "bodily injury" and "property damage" included in the "products completed operations hazard";
b. "Product recall expenses"; and
c. "Defense expenses".

D. The following is added under LIMITS OF INSURANCE (Section **III**):

Subject to **5.** above, $100,000 is the most we will pay for all "product recall expenses" and "defense expenses" arising out of the same known or suspected defect, deficiency, inadequacy or dangerous condition in "your product".

E. The following is added under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**):

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense";

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

7. MEDICAL PAYMENTS

A. Paragraph **1.a.** under COVERAGE **C** – MEDICAL PAYMENTS (Section **I**) is replaced by the following:

1. Insuring Agreement
a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
(1) On premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;
(2) The expenses are incurred and reported to us within three years of the date of the accident; and
(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. Paragraph **7.** under LIMITS OF INSURANCE (Section **III**) is replaced by the following:

7. Subject to **5.** above, the Medical Expense Limit of $10,000 is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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8. SUPPLEMENTARY PAYMENTS

Paragraph **1** under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B (Section **I**) is revised as follows:

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

b. Up to $1,000 for cost of bail required because of accidents or traffic laws 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.

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 $500 a day because of time off from work.

9. BROAD FORM NAMED INSURED

The following is added to paragraph **2.** under WHO IS INSURED (Section **II**):

Any subsidiary and subsidiary thereof which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part. The insurance afforded herein for any subsidiary not named in the Coverage Part as a named insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **3.a.** under WHO IS INSURED (Section **II**) is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

11. ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to WHO IS INSURED (Section **II**):

Any person or organization with whom you have agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

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

(1) Contractual Liability
"Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

(2) Express Warranty
Any express warranty unauthorized by you.

(3) Physical or Chemical Change
Any physical or chemical change in the product made intentionally by the vendor.

(4) Repackaging
Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or substitution of parts under instructions from the manufacturer, and then repackaged in the original container.

(5) Failure to Make Inspections, Adjustments, Tests or Servicing
Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(6) Demonstration, Installation, Servicing or Repair
Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.

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(7) Labeling, Re-labeling or Other Use of Products After Distribution
Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

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

c. This insurance does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

12. KNOWLEDGE OF OCCURRENCE

The following is added to paragraph **2** under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**):

Knowledge of an "occurrence", offense, claim or "suit" by any agent, servant or employee of any insured, or receipt by any agent, servant or employee of any insured of any demand, notice, summons or other legal paper in connection with a claim or "suit", shall not in itself constitute knowledge of any insured or receipt by any insured unless such "occurrence", offense, claim, or "suit" is known to or received by:

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

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph **6.** under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**) is replaced by the following:

6. Representations

a. By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. We will not deny coverage under this Coverage Part because of your unintentional failure to disclose all existing hazards at the inception date of your policy.

14. DEFINITIONS

A. The following definitions are revised under DEFINITIONS (Section **V**):

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

2. Insured Contract
"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, explosion, smoke or leakage from fire protection systems 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 liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

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

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

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

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

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

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

3. **Mobile Equipment**
Paragraph **12.f.(1)(a)(b)(c)** does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

4. **Personal and Advertising Injury**
The following is added to the "personal and advertising injury" definition:

"Personal and advertising injury" includes discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of;

a. Any insured; or

b. Any "executive officer," director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

B. The following definitions are added under DEFINTIONS (Section **V**):

1. **Borrowed Personal Property**
"Borrowed personal property" means personal property other than "auto" which you receive from another for temporary use in your business with the intent to return it or its equivalent.

"Borrowed personal property" does not include:

a. Personal property owned by:

(1) You or your spouse if you are an individual;

(2) Your members, partners or their spouses if you are a partnership or joint venture;

(3) Your members or managers if you are a limited liability company;

(4) Your "executive officers" or directors if you are an organization other than a partnership, joint venture or limited liability company; or

b. Personal property that is rented, leased or hired.

2. **Covered Recall**
"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage."

3. **Product Recall Expense**
"Product recall expense" means:

a. The following necessary and reasonable expenses you incur exclusively for the purpose of recalling "your product":

(1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;

(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

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(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product," but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal; and

b. The profit that you lost on the recalled product. Lost profit does not include future profits lost because of damage to goodwill or reduced customer purchases whether or not such lost profits relate to or result from the "covered recall". Lost profits also do not include costs or expenses incurred to restore lost profits, such as by regaining goodwill, market share, revenue, profit, or redesigning "your product".

4. Defense Expenses

Solely for the of Products Recall Coverage, "defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:

(a) Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees."

(b) Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim."

(c) All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.

(d) Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim," including actual loss of earnings up to $500 a day because of time off from work.

(e) Costs taxed against the insured in the "suit."

"Defense expense" does not include salaries and expenses of our "employees" or the insured's "employees" other than those described in Paragraphs **(a)** and **(d)** above.

15. COVERAGE D – EMPLOYMENT-RELATED PRACTICES LIABILITY

NOTICE: COVERAGE FOR "DEFENSE EXPENSES" IS SUBJECT TO THE LIMIT OF INSURANCE, NOT IN ADDITION TO THE LIMIT OF INSURANCE. THIS MEANS THAT PAYMENT FOR "DEFENSE EXPENSES" REDUCES THE AMOUNT AVAILABLE TO PAY FOR DAMAGES.

Employment-Related Practices Liability coverage is added as follows:

A. Insuring Agreement

(1) We will pay those sums the insured becomes legally obligated to pay as damages resulting from "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 because of an "injury" to which this insurance does not apply. We may, at our discretion, investigate any incident that may result in "injury." We may, with your written consent, settle any "claim" that may result. But:

a. The amount we will pay for damages or "defense expenses" is limited as described herein;

b. The coverage and duty to defend provided by this policy will end when we have used up the applicable limit of insurance for "defense expenses" or the payment of judgments or settlements.

No other obligation or liability to pay sums, such as civil or criminal fines, imposed on you or any other insured, or to perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(2) This insurance applies to "injury" only if:

a. The "injury" arises out of an offense that takes place in the "coverage territory"; and

b. The offense out of which the "injury" arose commenced during the policy period.

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B. Exclusions

This insurance does not apply to

(1) Criminal, Fraudulent Or Malicious Acts

An insured's liability arising out of criminal, fraudulent or malicious acts or omissions by that insured, or arising out of that insured's knowing acquiescence or failure to act, or instruction, direction, or approval given to another concerning such acts or omissions.

This exclusion does not affect our duty to defend, in accordance with Paragraph **A.1.** above, an insured prior to determining, through the appropriate legal processes, that that insured is responsible for a criminal, fraudulent or malicious act or omission or has instructed, directed or provided approval for another concerning such acts or omissions.

(2) Contractual Liability

"Injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

(3) Workers Compensation And Similar Laws

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

(4) Americans With Disabilities Acts

"Injury" arising out of your failure to comply with any of the accommodations for the disabled required of you by, or any expenses incurred as the result of modifications made to accommodate any person pursuant to, the Americans With Disabilities Act, or any amendments thereto, or any similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

(5) Violation Of Laws Applicable To Employers

A violation of your responsibilities or duties required by any other federal, state or local statutes, rules or regulations, and any rules or regulations promulgated therefor or amendments thereto, except for the following: Title VII of the Civil Rights Act of 1964 and amendments thereto, the Age Discrimination in Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act of 1978, the Immigration Reform Control Act of 1986 and the Family and Medical Leave Act of 1993 or any other similar state or local statutes, rules or regulations to the extent that they prescribe responsibilities or duties concerning the same acts or omissions.

(6) Strikes and Lockouts

"Injury" to any striking or locked-out "employee" or to an "employee" who has been temporarily or permanently replaced due to an labor dispute.

(7) Sexual Harassment

Liability of that insured who commits a "sexual harassment" offense.

This exclusion does not affect our duty to defend that insured prior to determining, through the appropriate legal processes, that that insured has committed a "sexual harassment" offense, other than an assault or battery.

(8) Employment, Termination Or Relocation Due To Business Decisions

"Injury" arising out of termination of employment, job relocation or reassignment, if the action is taken because;

- **a.** You have filed for bankruptcy protection, or your are placed in receivership or liquidation;
- **b.** You have merged with or been acquired by another business entity;
- **c.** You have closed an operation or a business location; or
- **d.** Your business location is partly closed or the size of an operation must be reduced because of fire or other disasters beyond your control.

(9) Intentional Injury

Liability of that insured who commits an act of intentional "discrimination" or coercion.

This exclusion does not affect our duty to defend that insured prior to determining, through the appropriate legal processes, whether that insured committed such act.

(10) Retaliatory Actions

Liability arising out of an insured's retaliatory action against a person because the person has:

- **a.** Declined to perform an illegal or unethical act;

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b. Filed a complaint with a governmental authority or a "suit" against you or any other insured in which damages are claimed.
c. Testified against you or any other insured at a legal proceeding; or
d. Notified a proper authority of any aspect of your business operation which is illegal.

C. SUPPLEMENTARY PAYMENTS (Section **1**) is extended to apply to COVERAGE **D** – EMPLOYMENT RELATED PRACTICES.

D. WHO IS INSURED (Section II) is replaced by the following:

(1) If you are designated in the Declarations as:
a. An individual, you and your spouse are insureds.
b. A partnership or joint venture, you are an insured. Your partners or your members are also insureds.
c. A limited liability company, you are an insured. Your members are also insureds.
d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and your directors are also insureds.

(2) Your "employees" who hold managerial or supervisory positions are also insureds.

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.

E. LIMITS OF INSURANCE (Section **III**) is replaced by the following:

Limits of Insurance
(1) The most we will pay is $15,000 for the sum of:
a. All claims for damage arising out of an "injury"; and
b. "Defense expenses" for all claims seeking damages payable under Paragraph **(1)** above.
(2) The most we will pay for all damages and "defense expenses" arising out of "injuries" during the policy period is $15,000.
(3) The limits of insurance 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.

F. Paragraph **2** under COMMERCIAL GENERAL LIABILITY CONDITIONS (Section **IV**) is replaced by the following:

2. Duties In The Event Of A "Claim" Or An Incident That May Result In "Injury"
a. If a "claim" is received by any insured, you must:
(1) Immediately record the specifics of the "claim" and the date received; and
(2) Notify us, in writing, as soon as practicable.

b. 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";
(2) Authorize us to obtain records and other information; and
(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit."
(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.

c. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our written consent.

d. If you have knowledge of an incident which may result in "injury" and for which a "claim" has not yet been received, you must notify us, in writing, as soon as practicable.

G. DEFINITIONS (Section **V**) is replaced by the following:

(1) Claims
"Claim" means a "suit" or demand made by or for the injured person for damages because of alleged "injury."

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(2) Coverage Territory
"Coverage territory" means:
(a) The United States of America (including its territories or possessions) and Puerto Rico; or
(b) All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits brought in the territory described in **a.** above or in a settlement we agree to.

(3) Defense Expense
"Defense expenses" means payments allocated to a specific "claim" we investigate, settle or defend, for its investigation, settlement or defense, including:
(a) Fees and salaries of attorneys and paralegals we retain, including attorneys and paralegals who are our "employees."
(b) Fees of attorneys the insured retains when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), the insured is given the right to retain defense counsel to defend against a "claim."
(c) All other litigation or administrative hearing expenses, including fees or expenses of expert witnesses hired either by us or by the defense attorney retained by an insured.
(d) Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim," including actual loss of earnings up to $500 a day because of time off from work.
(e) Costs taxed against the insured in the "suit."

"Defense expenses" does not include salaries and expenses of our "employees" or the insured's "employees" other than those described in Paragraphs **(a)** and **(d)** above.

(4) Discrimination
"Discrimination" means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state of local statutes, rules or regulations.

(5) Employee
"Employee" includes a "leased worker" and a "temporary worker."

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

(7) Injury
"Injury" means injury to a person arising out of one or more of the following offenses:
(a) Refusal to employ the person, termination of the person's employment, demotion or failure to promote, negative evaluation, reassignment, discipline, defamation or humiliation of the person, based on "discrimination" directed at that person;
(b) Coercing that person to commit an unlawful act or omission within the scope of the person's employment;
(c) Work-related "sexual harassment"; or
(d) Other work-related verbal, physical, mental or emotional abuse directed at the person with respect to that person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

(8) Leased Worker
"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."

(9) Sexual Harassment
"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when such conduct:
(a) Is linked with a decision affecting an individual's employment;
(b) Interferes with an individual's job performance; or
(c) Creates an intimidating, hostile or offensive working environment for an individual.

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(10) Suit

"Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged, including:

(a) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

(b) Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

(c) Any administrative proceeding or hearing conducted by a governmental agency (federal, state or local) having the proper legal authority over the matter in which such damages are claimed.

(11) Temporary Worker

"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.

H. Deductible

(1) Our obligation to pay damages and "defense expenses" applies only to the amount in excess of $3,000 as a result of any one "injury."

(2) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAG

THIS INSURANCE PROVIDES CLAIMS MADE AND REPORTED COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.

WE HAVE NO DUTY TO PROVIDE COVERAGE UNLESS THERE HAS BEEN FULL COMPLIANCE WITH ALL THE CONDITIONS, SECTION V AND ANY OTHER APPLICABLE COVERAGE CONDITIONS.

IF WE HAVE ISSUED THIS POLICY BASED UPON YOUR APPLICATION FOR THIS INSURANCE, THE APPLICATION IS INCORPORATED BY REFERENCE AND IS ON FILE WITH THE COMPANY OR ITS AGENT AND BECOMES A PART OF THIS POLICY. THAT APPLICATION IS A REPRESENTATION OF THE CORRECTNESS OF THE INFORMATION BASED UPON WHICH WE HAVE ISSUED THIS POLICY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SPECIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

SCHEDULE

Employment-Related Practices Liability Annual Aggregate Limit Of Insurance	$ 100,000
Deductible	$ 2,500
Retroactive Date	05/23/2013
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Throughout this Coverage, 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 Coverage. 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**.

All words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VII – DEFINITIONS**.

Paragraph **15. – Coverage D – Employment-Related Practices Liability** of the Special General Liability Enhancement endorsement is deleted in its entirety.

SECTION I – COVERAGE

In consideration of the payment of premium and subject to the Limits of Insurance shown in the Schedule of this endorsement and all the definitions, exclusions, terms and conditions of this insurance, we agree with you as follows:

1. Insuring Agreement

a. We will pay on behalf of the insured for "damages" in excess of the Deductible arising out of any "wrongful acts" to which this insurance applies.

We have no obligation under this insurance to make payments or perform acts or services except as provided for in this paragraph and in paragraph **2.** below.

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b. This insurance applies to such "damages" only if:

(1) The "damages" result from "claims" made by:

(a) "Employees";

(b) "Leased workers";

(c) "Temporary workers";

(d) Former "employees"; or

(e) Applicants for employment by you;

(2) The "wrongful acts" take place in the "coverage territory";

(3) Such "wrongful acts" occurred:

(a) After the Retroactive Date, if any, shown in the Schedule of this endorsement; and

(b) Before the end of the policy period; and

(4) A "claim" is both:

(a) First made against any insured, in accordance with paragraph **c.** below, during the policy period or any Extended Reporting Period we provide under **SECTION VI – EXTENDED REPORTING PERIODS**; and

(b) Reported to us either **(i)** during the policy period or within thirty (30) days thereafter; or **(ii)** with respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VI – EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.

c. A "claim" will be deemed to have been made at the earlier of the following times:

(1) When notice of such "claim" is received and recorded by you or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph **2.b.(2)** below.

d. All "claims" by one or more claimants for "damages" based on or arising out of:

(1) One "wrongful act"; or

(2) An "interrelated" series of "wrongful acts";

by one or more insureds shall be deemed to be one "claim" and to have been made at the time the first of those "claims" is made against any insured.

e. Each payment we make for "damages" or "defense expense" reduces the Limit of Insurance available, as provided under **SECTION III – LIMITS OF INSURANCE**.

2. Defense of Claims, Administrative Hearings & Settlement Authority

Subject to the limits of insurance, deductible, conditions, exclusions, definitions, and other terms of this Coverage:

a. We have the right and duty to defend "claims" against the insured seeking "damages" to which this insurance applies and to pay for related, "defense expense."

However, we have no duty to:

(1) Defend "claims" against the insured seeking "damages"; or

(2) Pay for related "defense expense",

when this insurance does not apply.

b. We may, at our sole discretion:

(1) Investigate any "wrongful act" that may result in "damages"; and

(2) Settle any "claim" which may result, provided:

(a) We have the insured's written consent to settle; and

(b) The settlement is within the applicable Limit of Insurance available.

c. Our liability will be limited as described below if:

(1) The insured refuses to consent to any settlement we recommend; and

(2) Such recommended settlement is acceptable to the claimant.

After such refusal, our liability under this Coverage for such "claim" shall not exceed the amount we would have paid for "damages" and "defense expense" if the insured had consented to our settlement recommendation. The insured shall thereafter be responsible for the negotiation and defense of that "claim" at their own cost and without our involvement.

d. Our right and duty to defend such "claims" ends when we have used up the Limit of Insurance available, as provided under **SECTION III – LIMITS OF INSURANCE**. This applies both to "claims" pending at that time and any that may be made.

e. (1) When we control defense of a "claim", we will pay associated "defense expense" and choose a counsel of our choice from the panel of attorneys we have selected to deal with "wrongful acts" "claims".

If you give us a specific written request at the time a "claim" is first made:

(a) You or any involved insured may select one of our panel of wrongful acts attorneys; or

(b) You or such insured may ask us to consider the approval of a defense attorney of your or that insured's choice who is not on our panel.

We will then use the attorney selected in paragraph **(a)** above, or consider the request in paragraph **(b)** above, if we deem it appropriate to engage counsel for such "claim".

(2) If by mutual agreement or court order the insured assumes control of the defense before the applicable Limit of Insurance is used up, the insured will be allowed to select defense counsel and we will reimburse the insured for reasonable "defense expense". You and any involved insured must:

(a) Continue to comply with **SECTION V – CONDITIONS, 2. Duties in Event of "Wrongful Acts" or "Claims"**.

(b) Direct defense counsel to:

(1) Furnish us with the additional information we request to evaluate the "wrongful acts" or "claim"; and

(2) Cooperate with any counsel we may select to monitor or associate in the defense of the "wrongful acts" or "claim".

If we defend any insured under a reservation of rights, both such insured's counsel and our counsel will be required to maintain records pertinent to "defense expenses". These records will be used to determine the allocation of any "defense expenses" for which you or any insured may be solely responsible, including defense of an allegation not covered by this insurance.

We will notify you in writing when the applicable limit of insurance has been used-up by the payment of judgments, settlements or "defense expense". We will also initiate and cooperate in the transfer of defense of any "claim" to an appropriate insured for whom the duty to defend has ended by reason of paragraph **2.d.** above.

f. Upon notice to us and with our prior approval, the first Named Insured is authorized to act on behalf of all insureds with respect to the payment of "damages" in settlement of any Administrative Hearing or other non-judicial proceeding before the Federal Equal Employment Opportunity Commission, or any similar Federal, state or local body or commission. This authorization is limited to the sum of:

(1) "Damages" covered by this Coverage; and

(2) "Defense expenses", as defined in paragraph **5.d.** in **SECTION VII – DEFINITIONS;**

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in a total amount not to exceed two times the amount of the Deductible stated in the Schedule of this endorsement.

3. Exclusions

This insurance does not apply to "claims" based on, arising out of, or in any way involving:

a. **(1)** "Wrongful acts" which were the subject of any demand, suit or other proceeding which was initiated against any insured; or

(2) Facts and circumstances which would cause a reasonable person to believe a "claim" would be made and which were known to any insured;

prior to the effective date of the earlier of:

(i) The first Coverage of this type that we issued to you of which this Coverage was an uninterrupted renewal of this type of coverage; or

(ii) This Coverage.

b. Loss of any benefit conferred or loss of any obligation imposed under an express contract of employment.

c. Any obligation to pay "damages" by reason of the assumption of liability in any contract or agreement.

However, this exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

d. Liability arising under any of the following laws:

(1) Any workers compensation, disability benefits or unemployment compensation law, or any similar law.

However, this exclusion shall not apply to any "claim" based upon, arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law;

(2) Employees' Retirement Income Security Act of 1974, Public Law 93-406, (ERISA) as now or hereafter amended, or any similar state or other governmental law. This includes

(a) Fiduciary liability;

(b) Liability arising out of the administration of any employee benefit plan; and

(c) Any other liability under any such laws;

(3) The Fair Labor Standards Act, or any state or common law wage or hour law, including, but not limited to laws governing minimum wages, hours worked, overtime compensation and including any recordkeeping and reporting related thereto.

This exclusion includes actions or claims brought by or on behalf of individuals or agencies seeking wages, fines, penalties, taxes, disgorgement or other affirmative relief or compensation.

This exclusion does not include claims based on the Equal Pay Act or retaliation related to Equal Pay Act claims;

(4) The National Labor Relations Act;

(5) The Worker Adjustment and Retraining Notification Act (Public Law 100-379);

(6) The Consolidated Omnibus Budget Reconciliation Act of 1985; or

(7) The Occupational Safety and Health Act.

This exclusion **d. (1) – (7)** also applies to:

(i) Any rules or regulations promulgated under any of the foregoing and amendments thereto,

(ii) Any similar provisions of any federal, state or local law,

(iii) That part of any "damages" awarded for the cost or replacement of any insurance benefits due or alleged to be due to any current or former "employee", and

(iv) Any "claim" based upon, arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law described in this paragraph **d.** This provision **d.(iv)** does not apply to the specific retaliation exceptions shown in paragraphs **d.(1)** and **d.(3)** above.

e. Oral or written publication of material, if such material:

(1) Was published by or at the direction of the insured with knowledge of the material's falsity; or

(2) Was first published before the Retroactive Date, if any, shown in the Schedule of this endorsement.

f. Dishonest, criminal or fraudulent acts of the insured.

g. The willful failure by the insured or with the insured's consent to comply with any law or any governmental or administrative order or regulation relating to "employment practices".

Willful, as used in this exclusion **g.**, means acting with intentional or reckless disregard for such employment related laws, orders or regulations.

The enforcement of this exclusion against any insured shall not be imputed to any other insured.

h. "Bodily injury".

i. "Wrongful acts" which occur when or after:

(1) You file for or are placed in any bankruptcy, receivership, liquidation or reorganization proceeding; or

(2) Any other business entity acquires an ownership interest in you, which is greater than fifty percent.

j. Costs of complying with physical modifications to your premises or any changes to your usual business operations as mandated by the Americans with Disabilities Act of 1990 including any amendment thereto, or any similar federal, state or local law.

This exclusion also applies to any "claim" based upon, arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to any such law described in this paragraph **j.**

k. Lockout, strike, picket line, related worker replacements or other similar actions resulting from labor disputes or labor negotiations.

This exclusion also applies to any "claim" based upon, arising from or in consequence of any actual or alleged retaliatory treatment of the claimant by the insured on account of the claimant's exercise of rights pursuant to labor disputes or labor negotiations.

SECTION II – WHO IS AN INSURED

1. For purposes of this insurance, if you are designated in the Declarations as:

a. An individual, you and your spouse or "domestic partner" 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 current or former members, your partners, and their spouses or "domestic partners" are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your current or former members are also insureds, but only with respect to the conduct of your business. Your current or former 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 current or former directors are insureds, but only with respect to their duties as your directors.

2. Your current or former "employees" are also insureds, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

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3. Any heirs, executors, administrators, assignees or legal representatives of any individual insured in subparagraphs **1.** and **2.** above, in the event of the death, bankruptcy or incapacity of such insured, shall be insureds, but only to the extent this insurance would have been available to such insured but for their death, bankruptcy or incapacity.

4. 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. You must provide us notice of such acquisition or formation within 30 days of the effective date of your acquisition or formation;

   b. 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;

   c. Coverage does not apply to any "wrongful acts" that occurred before you acquired or formed the organization; and

   d. You must pay us any additional premium due as a condition precedent to the enforceability of this additional extension of coverage.

   This paragraph does not apply to any organization after it is shown in the Declarations.

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 Employment-Related Practices Liability Annual Aggregate Limit of Insurance shown in the Schedule of this endorsement is the most we will pay for the sum of:

   a. "Damages" for all "claims" arising out of any actual or alleged "wrongful acts" covered by this insurance; and

   b. "Defense expense" for all "claims" seeking "damages" payable under paragraph **a.** above.

   Each payment we make for such "damages" or "defense expenses" reduces the Aggregate Limit by the amount of the payment.

   This reduced limit will then be the Amount of Insurance available for further "damages" and "defense expenses" under this Coverage.

2. In addition to the payments for "damages" and "defense expense" in paragraph **1.** above, we will also pay all interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of paragraph **1.** above.

The Limits of Insurance of this Coverage 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 – DEDUCTIBLE

1. A deductible applies to all "damages" for injury arising from "wrongful acts" and any "defense expense" however caused.

2. Our obligation to pay "damages" and "defense expense" on behalf of any insured applies only to the sum of the amount of "damages" and "defense expense" for any one "claim" which are in excess of the deductible amount stated in Schedule of this endorsement.

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3. Your obligation is to pay the deductible applicable to each "claim" made against this insurance. That deductible applies to the sum of all "damages" because of injury arising from "wrongful acts" paid for any one "claim" and applicable "defense expense" associated therewith. If there should be no "damages" paid for a "claim", you are still obligated to pay the applicable deductible for any "defense expense" incurred by us in connection with that "claim".

4. The terms of this insurance apply irrespective of the application of the deductible, including those with respect to:

   a. Our right and duty to defend any "claims" seeking those "damages"; and

   b. Your and any involved insured's duties in the event of a "claim".

5. We may pay any part or all of the deductible to effect settlement of any "claim" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible as we may have paid for "damages" or "defense expense".

6. The application of the deductible does not reduce the applicable Limits of Insurance.

SECTION V – CONDITIONS

1. **Bankruptcy**

   Subject to exclusion **i.(1)**, the bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.

2. **Duties in the Event of "Wrongful Acts" or "Claims"**

   a. You must see to it that we are notified as soon as practicable of any specific "wrongful acts" which you believe may result in an actual "claim". Your belief must be reasonably certain as the result of specific allegations made by a potential claimant or such potential claimant's representative, or as the result of specifically identifiable injury sustained by a potential claimant. Notices of "wrongful acts" should include the following detailed information:

   (1) How, when and where such "wrongful acts" took place;

   (2) The names and addresses of any potential claimants and witnesses; and

   (3) The nature of any injury arising out of such "wrongful acts".

   Notice of such "wrongful acts" is not notice of a "claim", but preserves any insured's rights to future coverage for subsequent "claims" arising out of such "wrongful acts" as described in the Basic Extended Reporting Period of **SECTION VI – EXTENDED REPORTING PERIODS**.

   b. If a "claim" is received by any insured:

   (1) You must immediately record the specifics of the "claim" and the date received;

   (2) You and any other involved insured must see to it that we receive written notice of the "claim", as soon as practicable, but in any event we must receive notice either:

   (a) During the policy period or within thirty (30) days thereafter; or

   (b) With respect to any "claim" first made during any Extended Reporting Period we provide under **SECTION VI – EXTENDED REPORTING PERIODS**, during such Extended Reporting Period.

   As a condition precedent for coverage under this insurance, notice of a "claim" must include the detailed information required in paragraphs **4.a.(1), (2)** and **(3)** above; and

   (3) You and any other involved insured must:

   (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim";

   (b) Authorize us to obtain records and other information;

   (c) Cooperate with us in the investigation, settlement or defense of the "claim"; and

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(d) 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.

c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent, other than those specific payments authorized under paragraph **2.f.** of **Defense of Claims, Administrative Hearings & Settlement Authority,** in **SECTION I – COVERAGE.**

3. Legal Action Against Us

No person or organization has a right under this Coverage:

a. To join us as a party or otherwise bring us into a "claim" seeking "damages" from any insured; or

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

Any 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 Coverage 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 "damages" or "defense expense" we cover under this Coverage, our obligations are limited as follows:

a. As this insurance is primary insurance, 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 **b.** below.

b. If all of the other insurance permits contribution by equal shares, we will follow this method also.

Under this method, 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. Representations

By accepting this Coverage you agree:

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

b. Those statements are based upon representations you made to us in your application for this insurance. That application is attached to and incorporated into this Coverage and forms the basis of our obligations under this insurance; and

c. Since we have issued this Coverage in reliance upon your representations, this insurance is voidable if any material fact or circumstance relating to the subject of this insurance is intentionally omitted or misrepresented in your application.

6. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage 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.

7. Sole Agent

The first Named Insured is authorized to act on behalf of all insureds as respects the giving or receiving of notice of cancellation or nonrenewal, receiving premium refunds, requesting any Supplemental Extended Reporting Period and agreeing to any changes in this Coverage.

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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 insurance, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will sue those responsible or transfer those rights to us and help us enforce them.

SECTION VI – EXTENDED REPORTING PERIODS

1. We will provide Extended Reporting Periods, as described below, if:
   a. This Coverage is cancelled or not renewed; or
   b. We renew or replace this Coverage with insurance that:
      (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
      (2) Does not apply on a claims-made basis.
2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" as the result of "wrongful acts" committed after the Retroactive Date, if any, shown in the Schedule of this endorsement and before the end of the policy period. Once in effect, Extended Reporting Periods may not be cancelled.
3. Extended Reporting Periods do not reinstate or increase the Limits of Insurance.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
   a. Five years with respect to "claims" arising out of "wrongful acts" which had been properly reported to us before the end of the policy period in accordance with paragraph **2.a.** of **Duties in the Event of "Wrongful Acts" or "Claims"**, in **SECTION V – CONDITIONS**; and
   b. Sixty days with respect to "claims" arising from "wrongful acts" not previously reported to us.

   The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such claims.
5. A Supplemental Extended Reporting Period of either twelve (12) or thirty-six (36) months duration is available, but only by endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period set forth in paragraph **4.b.** above ends. You must give us a written request for the endorsement, and its length, within 30 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due. We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
   a. The exposures insured;
   b. Previous types and amounts of insurance;
   c. Limits of Insurance available under this Coverage for future payment of "damages" or "defense expense"; and
   d. Other related factors.

   The additional premium will not exceed 200% of the annual premium for this Coverage.
6. The Supplemental Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this **SECTION VI – EXTENDED REPORTING PERIODS**, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.

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SECTION VII – DEFINITIONS

1. **"Bodily injury"** means physical injury to the body, sickness or disease sustained by a person as the result of direct physical injury to the body, including death resulting from any of these at any time.

   "Bodily injury" does not include mental anguish that results from a "wrongful act".

2. **"Claim"** means written or oral notice presented by:

   a. Any

   (1) "Employee";

   (2) "Leased worker";

   (3) "Temporary worker";

   (4) Former "employee"; or

   (5) Applicant for employment by you; or

   b. The EEOC or any other federal, state or local administrative or regulatory agency on behalf of a person described in paragraph **2.a.** above,

   alleging that the insured is responsible for "damages" as a result of injury arising out of any "wrongful act".

   "Claim" includes any civil proceeding in which either "damages" are alleged or fact finding will take place, when either is the result of any "wrongful act" to which this insurance applies. This includes:

   (i) An arbitration proceeding in which such "damages" are claimed and to which the insured submits with our consent;

   (ii) Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent; or

   (iii) Any administrative proceedings as established under federal, state or local laws applicable to "wrongful acts" covered under this insurance.

3. **"Coverage territory"** means:

   a. The United States of America (including its territories and possessions) and Puerto Rico; or

   b. Anywhere in the world with respect to the activities of a person whose place of employment is in the territory described in paragraph **3.a.** above, while he or she is away for a short time on your business, provided that the insured's responsibility to pay "damages" is determined in a suit on the merits (or any type of civil proceeding described under the definition of "claim") in and under the substantive law of the United States of America (including its territories and possessions) or Puerto Rico.

4. **"Damages"** means monetary amounts to which this insurance applies and which the insured is legally obligated to pay as judgments or awards, or as settlements to which we have agreed in writing.

   "Damages" include:

   a. "Pre-judgment interest" awarded against the insured on that part of the judgment we pay;

   b. Any portion of a judgment or award, to the extent allowed by law, that represents a multiple of the compensatory amounts, punitive or exemplary damages; and

   c. Statutory attorney fees.

   "Damages" do not include:

   (1) Civil, criminal, administrative or other fines or penalties;

   (2) Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money; or

   (3) Judgments or awards because of acts deemed uninsurable by law.

5. **"Defense expense"** means payments allocated to a specific "claim" for its investigation, settlement, or defense, including:

   a. Attorney fees and all other litigation expenses.

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b. The cost of bonds to appeal a judgment or award in any "claim" we defend. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the Amount of Insurance available. We do not have to furnish these bonds.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of any "claim", 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 "claim". However, these payments do not include attorney's fees or attorney's expenses taxed against the insured.

"Defense expense" does not include:

(1) Salaries and expenses of our employees or your "employees", other than:

(a) That portion of our employed attorneys' fees, salaries and expenses allocated to a specific "claim" for the defense of the insured; or

(b) The expenses described in paragraph **d.** above; or

(2) Interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the amount available for the judgment under the provisions of **SECTION III – LIMITS OF INSURANCE**.

6. **"Domestic partner"** means any natural person legally recognized as a domestic or civil union partner under:

a. The provisions of any applicable federal, state or local law; or

b. The provisions of any formal program established by you.

7. **"Employee"** means:

a. A person employed by you for wages or salary; or

b. A person who is a current or former member of your board of directors.

However, "employee" does not include:

(1) Any independent contractor;

(2) Any employees of any independent contractor while acting within the scope of their employment;

(3) Any "temporary worker"; or

(4) Any "leased worker".

8. **"Employment Practices"** means any remedy which is sought by any of your:

a. "Employees";

b. "Leased workers";

c. "Temporary workers";

d. Former "employees"; or

e. Applicants for employment by you,

under any civil employment law whether federal, state or local and whether arising out of statutory or common law, because of any of the following actual or alleged practices:

(1) Wrongful refusal to employ a qualified applicant for employment;

(2) Wrongful failure to promote;

(3) Wrongful deprivation of career opportunity;

(4) Wrongful demotion, evaluation, reassignment or discipline;

(5) Wrongful termination of employment, including constructive discharge;

(6) Employment related misrepresentation;

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(7) Harassment, including sexual harassment, coercion, discrimination or humiliation as a consequence of race, color, creed, national origin, marital status, medical condition, gender, age, physical appearance, physical and/or mental impairments, pregnancy, sexual orientation or sexual preference or any other protected class or characteristic established by any applicable federal, state or local statute; or

(8) Oral or written publication of material that:

(a) Slanders;

(b) Defames or libels; or

(c) Violates or invades a right of privacy.

9. **"Interrelated"** means having as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

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. **"Pre-judgment interest"** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment, whether or not made part of the settlement, verdict, award or judgment.

12. **"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.

13. **"Wrongful Acts"** means "employment practices".

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[HomeStreet] Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

00001154-0004613-0001-0002-TIMR8006430331205869

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
C/O KSB CONSULTING
PO BOX 58
SILVER LAKE WI 53170-0058

Last statement: February 29, 2020
This statement: March 31, 2020
Total days in statement period: 31

5323889805
(0)

Direct inquiries to:
800 719-8080

HomeStreet Bank
601 Union St, Suite 2000
Seattle WA 98101

00001154-0004613-0001-0002-TIMR8006430331205869(00001154)-000004615

OUR POLICY IS TO MAKE FUNDS FROM YOUR CASH, WIRE TRANSFERS AND ELECTRONIC DIRECT DEPOSITS AVAILABLE TO YOU ON THE DAY WE RECEIVE YOUR DEPOSIT. FUNDS FROM CHECKS ARE AVAILABLE TO YOU ON THE FIRST BUSINESS DAY AFTER WE RECEIVE THE DEPOSIT. IN SOME CASES, WE WILL NOT MAKE ALL OF THE FUNDS THAT YOU DEPOSIT BY CHECK AVAILABLE TO YOU UNTIL THE SECOND BUSINESS DAY AFTER THE DAY OF YOUR DEPOSIT.

Business Analyzed Checking

Account number	5323889805	Beginning balance	$6,907.83
Low balance	$6,634.43	Total additions	540.00
Average balance	$6,872.49	Total subtractions	318.40
		Ending balance	$7,129.43

CHECKS

Number	Date	Amount	Number	Date	Amount
10	03-23	218.40	* Skip in check sequence		
1321 *	03-11	100.00			

CREDITS

Date	Description	Store/Location #	Additions
03-13	' Remote Capture Dep		45.00
03-24	' Internal Tnsf Credit		180.00
	REF 0841320L FUNDS TRANSFER FRMDEP 5387059012 FROM AMINI AH14		
03-27	' Remote Capture Dep		90.00
03-31	' Remote Capture Dep		225.00

This contains 30% recycled post-consumer waste fiber. FDIC

ACCOUNT BALANCE

ENTER ENDING CHECKING ACCOUNT BALANCE FROM THE FRONT OF THIS STATEMENT	$	
	+	
ADD CHECKING DEPOSIT MADE BUT NOT SHOWN BY BANK	+	
	+	
SUBTOTAL	$	
ENTER TOTAL OUTSTANDING CHECKS AND OTHER WITHDRAWALS	−	
ACCOUNT BALANCE	$	

REGISTER BALANCE

ENTER YOUR CHECKBOOK BALANCE	$	
ADD DEPOSITS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER (POST IN YOUR REGISTER)	+	
	+	
ADD ANY INTEREST PAID THIS PERIOD (POST IN YOUR REGISTER)	+	
SUBTOTAL	$	
SUBTRACT CHECKS AND WITHDRAWALS SHOWN BY BANK BUT NOT SHOWN IN YOUR REGISTER. (POST IN REGISTER)	−	
	−	
SUBTRACT WITHHOLDING, IF ANY. (POST IN YOUR REGISTER)	−	
SUBTRACT TOTAL SERVICES CHARGES AND FEES FROM FRONT OF THIS STATEMENT (POST IN YOUR REGISTER)	−	
REGISTER BALANCE	$	

ENTER HERE

THESE SHOULD EQUAL

LIST CHECKS AND OTHER WITHDRAWALS MADE BUT NOT SHOWN ON STATEMENT

CHECK NUMBER OR DATE OF TRANSACTION	AMOUNT	
TOTAL		

IF THE ACCOUNT BALANCE DOES NOT BALANCE TO YOUR REGISTER BALANCE.

1. Compare dollar amount of cancelled checks shown on your statement to your register.
2. Compare the dollar amount of your deposits shown on your statement to your register. If there is a difference, refer to your deposit receipts.
3. Be sure you subtracted all bank service charges and fees from your check register.
4. Be sure you recorded all cash machine and other transactions in your register.
5. For interest-earning checking account customers, be sure you added interest paid this period or subtracted withholding (if any).
6. Check all additions and subtractions in your check register.
7. If your account is still out of balance, notify your branch right away.

Call 800-719-8080 toll free (TTY/TDD 855-584-0256)
or visit homestreet.com

HomeStreetBank, Operations Support,
33405 8th Ave S, Ste 250, Federal Way, WA 98003

PLEASE EXAMINE YOUR STATEMENT AND REPORT ANY IRREULARITIES TO US. THIS STATEMENT WILL BE CONSIDERED CORRECT FOR ALL PURPOSES UNLESS YOU NOTIFY US.

(CONSUMERS ONLY) IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:
In Case of Errors or Questions About Your Electronic Transfers
Telephone us at 1-800-719-8080 or Write to us at the address on the bottom of your statement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.
(1) Tell us your name and account number (if any).
(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
(3) Tell us the dollar amount of the suspected error.
If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.
We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this (20 business days for new accounts*), we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
*An account is considered new if the electronic transfer occurs within 30 days after the first deposit is made.

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Rev. 1/15

00001154-0004613-0001-0002-TIMR8006430331205869(00001154)-000004615

HomeStreet Bank

Operations Support
33405 8th Ave S, Ste 250
Federal Way, WA 98003

Return Service Requested

ANGELIA HEIGHTS HOMEOWNERS' ASSOCIATION
March 31, 2020

5323889805

DAILY BALANCES

Date	Amount	Date	Amount	Date	Amount
02-29	6,907.83	03-23	6,634.43	03-31	7,129.43
03-11	6,807.83	03-24	6,814.43		
03-13	6,852.83	03-27	6,904.43		

OVERDRAFT/RETURN ITEM FEES

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total NSF Returned Item Fees	$0.00	$0.00

00001154-0004615-0002-0002-TIMR800643033120586 9(00001154)-000004617

Thank you for banking with HomeStreet Bank

This contains 30% recycled post-consumer waste fiber. FDIC

00001154-0004615-0002-0002-TIMR800643033120586 9(00001154)-000004617

Confirmation: Make Payment

The following payments were successfully scheduled. You can edit or cancel a payment until the payment begins to process by going to Scheduled Activity.

Pay To	$ Amount	Send On	Deliver by	Type	Confirmation
Simpson's Landscapin ...ghts	218.40	01/03/20	01/09/20	Check #8	1BDCH4XE

Pay **218.40** from ANGELIA HEIGHTS HOA CHECKING, ...9805

Simpson's Landscaping, LLC
5715 - 252nd St. NE
Arlington, WA 98223
(360) 435-3632
SIMPSGL898RK

Invoice

Date	Invoice #
1/1/2020	12431

Bill To
Angelia Heights 2217 107th Avenue SE Lake Stevens, WA 98258

Description	Serviced	Qty	Rate	Amount
General Maintenance	12/1/2019		200.00	200.00T

Thank you for your business.

Subtotal	$200.00
Sales Tax (9.2%)	$18.40
Total	$218.40