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GENERAL LIABILITY COVERAGE
PREMISES AND OPERATIONSBUSINESS GENERAL LIABILITY INSURANCE

Coverages for Designated Premises and Related Operations in Progress other than Structural Alterations, New Construction and Demolition

Agreement

AGREEMENT

We agree to provide Premises and Operations***Business*** General Liability Insurance and the other related coverages described in this Policy during the policy period in return for payment of the required premium. This agreement is subject to all the ***terms*** of this policy. The complete Premises and Operations***Business*** General Liability Insurance coverage consists of the Declarations page, this booklet, and other endorsements which may be added, including required state endorsements.

It is important that ***you*** read each part of this policy carefully to understand the coverage provided, ***your*** obligations and ***our*** obligations under the policy. Each coverage is subject to all ***terms*** relating to that coverage. The following Table of Contents shows how the coverage part is organized and will help ***you*** locate particular sections.

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A. DEFINITIONS-The the following definitions apply to this policy:

1. The words ***you*** and ***your*** refer to the person or entity named in the Declarations and the words ***we***, ***us*** and ***our*** refer to the insurance company named in the Declarations.
2. ***Automobile*** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any machinery or apparatus attached to the ***automobile***. ***Automobile*** DOES NOT INCLUDE ***mobile equipment***.
3. ***Bodily Injuryinjury*** means ***bodily injury***, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting from such ***bodily injury***, sickness or disease.
4. ***Business*** means a trade, profession, or other occupation including farming, all whether full or part time, or the rental of any property to others.
5. ***Coverage Territory*** means:
   a) The United States of America, including its territories and possessions, Puerto Rico and Canada;
   b) international waters or airspace, provided the ***bodily injury*** or ***property damage*** does not occur in the course of travel or transportation to or from any place not included in a) above.

6. ***Covered Policy*** means a policy of commercial risk insurance, professional liability insurance or public entity insurance.
7. ***Elevator*** means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances pertaining to the ***elevator***, including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; THIS DOES NOT INCLUDE:
   a) an ***automobile*** servicing hoist;
   b) a hoist without a platform outside a building if without mechanical power or if not attached to ~~the~~ building walls;
   c) a hod or material hoist used in alteration, construction or demolition operations;
   d) an inclined conveyor used exclusively for carrying property; or
   e) a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
8. ***Impaired ~~property~~Property*** means tangible property (other than ***your product*** or ***your work***):
   a) whose value has been decreased:
      (1) because it includes ***your product*** or ***your work*** that is, or believed to be, defective, deficient or dangerous; or
      (2) because ***you*** failed to carry out the terms of a contract or agreement; and
   b) whose value can be restored to use:
      (1) by the repair, replacement, adjustment or removal of ***your product*** or ***your work***; or
      (2) by ***your*** fulfilling the terms of the contract.
9. ***Incidental Contract*** means any written:
   a) lease of premises;
   b) easement agreement, except in connection with the construction or demolition operation~~s~~, on or adjacent to a railroad;
   c) undertaking to insure a municipality against a loss, required by municipal ordinance, except in connection with ***work*** for the municipality;
   d) sidetrack agreement; or
   e) ***elevator*** maintenance agreement.
10. ***Insured***-Each of the following is an ***insured*** under the conditions and limitations set forth below:
   a) if the ***named insured*** is an individual, both the individual and his/her spouse are ***insureds*** but only with respect to the conduct of a ***business*** of which he/she is the sole proprietor~~;~~.
   b) if the ***named insured*** *is* a partnership or joint venture, any partner or member and their spouses is an ***insured*** but only with respect to the conduct of the ***business~~;~~***.
   c) if the ***named insured*** is an organization, the executive officers, members of the board of trustees, directors, and governors are ***insureds*** while acting within the scope of their duties as officers and directors.
   Stockholders are also ***insureds*** but only with respect to their liability as stockholders~~;~~.
   d) any person (other than an employee of the ***named insured)*** or organization while acting as real estate manager for the ***named insured~~;~~***.
   e) with respect to the operation, for the purpose of locomotion upon a public highway, of ***mobile equipment*** registered under any motor vehicle registration law,
      (i) an employee of the ***named insured*** while operating any such equipment in the course of his/her employment~~;~~, and
      (ii) any other person while operating with the permission of the ***named insured*** any such equipment registered in the name of the ***named insured*** and any ~~other~~ person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

   provided that no person or organization shall be an ***insured*** under this paragraph (e) with respect to:
   (1) ***bodily injury*** to any co-employee of the person driving the equipment; or
   (2) ***property damage*** to property owned by, rented to, in charge of or occupied by the ***named insured*** or the employer of any person described in subparagraph (ii).
   f) each of the following is also an ***insured***:
      (1) any person or organization having proper temporary custody of ***your*** property if ***you*** die, but only:
         (a) with respect to liability arising out of the maintenance or use of that property; and
         (b) until ***your*** legal representative has been appointed.
      (2) ***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 General Liability Coverage.

This insurance DOES NOT APPLY to ***bodily injury*** or ***property damage*** arising out of the conduct of any partnership or joint venture of which the ***insured*** is a partner or member and which is not designated in this policy as a ***named insured***.

~~11. ***Insured Premises*** means:~~

~~a) the premises designated in the Declarations including the ways immediately adjoining it on land;~~

~~b) premises transferred by the ***named insured***, including the ways immediately adjoining it on land; (EXCEPT premises constructed for sale by the ***named insured***);~~

~~c) premises and the ways immediately adjoining it on land of which the ***named insured*** acquires ownership or control and reports his intention to insure such premises under this policy and no other within thirty days after the acquisition.~~

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

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

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

~~(~~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.

~~13~~12. ***Named Insured*** means the person or entity named in the Declarations.

~~14~~13. ***Named Insured's Products***-means goods or ***products*** manufactured, sold, handled, distributed or disposed of by the ***named insured*** or by others trading under his/her name, or a person or organization whose ***business*** or assets ***you*** have acquired.

Products includes:

a) warranties or representations made at any time with respect to the fitness, quality, durability or performance of the ***named insured's products***; and
b) containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or ***products***.

Products does not include:

a) vending machines;
b) property that is rented to or placed for the use of others, but not sold; or
c) real property.

~~15.~~14. ***Nonpayment of Premium*** means the failure of the ***named insured*** to discharge any obligation in connection with the payment of premiums on a policy of insurance or any installment of such premium, whether the premium is payable directly to the insurer or its agent, or indirectly under any premium finance plan or extension of credit. Payment to the insurer, or to an agent or broker authorized to receive such payment, shall be timely if made within fifteen days after the mailing to the ***insured*** of a notice of cancellation for ***nonpayment of premium***.~~-~~

~~16~~15. ***Occurrence*** means an accident including continuous or repeated exposure to substantially similar conditions, which results in ***bodily injury*** *or* ***property damage*** neither expected nor intended from the standpoint of the ***insured***.

~~17~~16. ***Pollution*** means ***bodily injury*** *or* ***property damage*** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

~~(~~a) at or from premises owned, rented or occupied by the ***named insured****;*

~~(~~b) at or from any site or location used by or for the ***named insured*** or others for the handling, storage, disposal, processing or treatment of ***waste***;

~~(~~c) which are at any time transported, handled, stored, treated, disposed of, or processed as ***waste*** by or for the ***named insured*** or any person or organization for whom the ***named insured*** may be legally responsible; or

~~(~~d) at or from any site or location on which the ***named insured*** or any contractors or subcontractors working directly or indirectly on behalf of the ***named insured*** are performing operations~~:~~;

(i) if the pollutants are brought on or to ~~the~~***your*** site or location in connection with such operations; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

For the purpose of this provision, pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and ***waste***. ***Waste*** includes materials to be recycled, reconditioned or reclaimed.

~~18~~17. ***Products/Completed Operations Hazard***.

a) ***Products hazard*** means ***bodily injury*** or ***property damage*** occurring away from premises ***you*** own or rent and arising out of ***your product*** after physical possession of it has been relinquished to others.

b) ***Completed operations hazard*** means ***bodily injury*** *or* ***property damage*** arising out of ***your work***. It does not include ***work*** that has not been completed or that has been abandoned.

Your work *is* deemed completed at the earliest of the following times:

(1) when all ***work*** specified in ***your*** contract has been done;

(2) when all ***work*** to be done at a job site has been completed if ***your*** contract includes ***work*** at more than one site; or

(3) when ***your work*** at a job site has been put to its intended use by someone other than another contractor or subcontractor working on the same job site.

Work which requires further service, maintenance, correction, repair or replacement because of ~~a~~ defect or deficiency, but which is otherwise complete, shall be deemed completed.~~-~~

c) Neither of these hazards 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, created by loading or unloading~~.~~;

(2) the presence of tools, uninstalled equipment or abandoned or unused materials; or

(3) ***products*** or ***work*** for which the classification on the Declarations specifies "including ***Products/ Completed Operations***".

~~19~~18. ***Professional Service*** means:~~-~~

a) the rendering or failure to render:

(1) any ***professional service***;~~-~~

(2) any cosmetic, ear piercing, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical or optometrical services or treatments;~~-~~

(3) any service or treatment conducive to health or of a professional nature; or

b) the furnishing or dispensing of drugs or medical, dental or surgical supplies; or~~-~~

c) the handling of or performing of autopsies on dead bodies.

~~20~~19. ***Property Damage*** means:

a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use at any time resulting from such physical injury or destruction~~.~~; or

b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an ***occurrence*** during the policy period.

~~21.~~20. ***Renewal*** or ***to Renew*** means the issuance or offer to issue by an insurer of a policy ~~superceding~~superseding a policy previously issued and delivered by the same insurer, or another insurer within the same group or under common management, or the issuance or delivery of a certificate or notice extending the term of a policy beyond its policy period or term. However, any policy with a policy period or term of less than one year shall be considered as if written for a policy period or term of one year, and any policy with no fixed expiration date or with a policy period or term of more than one year shall be considered as if written for successive policy periods or terms of one year.

~~22~~21. ***Required Policy Period*** means a period of one year from the date as of which a ***covered policy*** is renewed or first issued.

~~23~~22. ***Suit*** means a civil proceeding in which damages because of ***bodily injury*** and/or ***property damage*** to which this insurance applies are alleged. ***Suit*** includes an arbitration proceeding alleging such damages to which ***you*** must submit or submit with ***our*** consent.

~~24~~23. ***Terms*** as used in this policy means provisions, limitations, exclusions, definitions and conditions.

~~25~~24. ***Your Work*** means:

a) ***work*** or operations performed by ***you*** or on ***your*** behalf;

b) materials, parts and equipment ***you*** supply for such ***work*** or operations; and

c) written warranties or representations made at any time regarding quality, fitness, durability or performance of any of the foregoing.

25. "**X**" ***Explosion*** means damage to property described on the Declarations page resulting from ***explosion*** or blasting EXCEPT ***property damage***:

a) arising out of the ***explosion*** of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;

b) arising out of operations performed for the ***named insured*** by independent contractors;

c) included within the ***completed operations hazard*** or the ***underground property damage hazard***; or

d) for which liability is assumed by the ***insured*** under an ***incidental contract***.

26. "**C**" ***Collapse*** means the ***collapse*** of or structural injury to any building or structure due to:

a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam ***work*** or caisson ***work***; or

b) moving, shoring, under-pinning, raising or demolition of any building or structure, or removal or rebuilding of any structural support.

The ***collapse hazard*** DOES NOT INCLUDE ***property damage***:

a) arising out of operations performed for the ***named insured*** by independent contractors;

b) included within the ***completed operations hazard*** or the ***underground property damage hazard***; or

c) for which liability is assumed by the ***insured*** under an ***incidental contract***.

27. "**U**" ***Underground property damage*** means ***property damage*** to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and an apparatus in connection with them, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving. The ***underground property damage hazard*** DOES NOT INCLUDE ***property damage***:

a) arising out of operations performed for the ***named insured*** by independent contractors;

b) included within the ***completed operations hazard***; or

c) for which liability is assumed by the ***insured*** under an ***incidental contract***.

B. PRINCIPAL COVERAGES

Coverage L-*Bodily ~~Injury~~ injury* and ***Property ~~Damage~~damage***.

We provide ***bodily injury*** or ***property damage*** coverage only if a limit of liability is shown on the Declarations page, the Supplemental Declarations page or on any endorsement attached to this policy.

The ***bodily injury*** or ***property damage*** must be caused by an ***occurrence***. The ***occurrence*** must take place in the ***coverage territory*** and during the policy period.

WHAT *WE* PAY FOR-COVERAGE L

We pay, up to ***our*** limit of liability shown, all sums for which the ***insured*** is legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** caused by an ***occurrence*** to which this coverage applies. ***We*** assume no other obligations or liability to pay sums or to ~~or~~ perform acts or services unless the coverage is specifically provided for in the Supplementary Payments. ~~The ***bodily injury*** or ***property damage*** must result from the ownership, maintenance or use of the ***insured premises***, and operations necessary or incidental to ***your business*** and conducted from the ***insured premises***.~~ ***We*** shall have the right and duty to defend any ***suit*** seeking damages, even if any of the allegations of the ***suit*** are groundless, false or fraudulent, provided the ***suit*** resulted from ***bodily injury*** or ***property damage*** not excluded under this coverage. ***We*** may make any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. ***We*** are not obligated to provide a defense after ***we*** have paid, either by judgement or settlement, an amount equal to ***our*** limit of liability.

a) Damages because of ***bodily injury*** ~~include~~including damages claimed by any person or organization for care, loss of services or death resulting at any time from the ***bodily injury***.~~-~~

b) ***Property damage*** that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the ***occurrence*** that caused it.

Orderly transfer of duties when limits of liability are exhausted under Coverage L and Coverage N.

a) When ***we*** have paid an amount equal to the limits of liability shown, ***we*** will notify the first ***named insured*** in writing, as soon as practicable, that the applicable limit of liability has been exhausted. The notice will confirm that ***our*** duty to defend ***suits*** has terminated.

b) ***We*** will initiate and cooperate in the orderly transfer of control to any appropriate ***insured***. ***We*** will take such steps as ***we*** deem appropriate to avoid a default in or to continue the defense of such ***suits*** until the transfer to a cooperating ***insured*** is complete. ***We*** will not defend any other ***suits*** subject to those limits of liability which have been exhausted.

c) The ***insured*** must take control of the ***suit***, at their expense, within the agreed upon time or as soon as practicable in the absence of any agreement.

d) The first ***named insured*** is obliged to reimburse ***our*** expenses incurred in continuing the defense during the transition period referred to in b) above. Reimbursement will be payable for all expenses ***we*** incur after providing the written notice referred to in a) above.

e) The exhaustion of ***our*** limit of liability by payment of judgments or settlements, and the resulting termination of ***our*** duty to defend, will not be waived by ***our*** failure to comply with any of the provisions of a) through d) above.

Coverage N—Products and Completed Operations

We provide ***bodily injury*** or ***property damage*** coverage only if a limit of liability is shown on the Declarations page, the Supplemental Declarations page or on any endorsement attached to this policy.

The ***bodily injury*** or ***property damage*** must be caused by an ***occurrence***. The ***occurrence*** must take place in the ***coverage territory*** and during the policy period.

WHAT *WE* PAY FOR-COVERAGE N

We pay, up to ***our*** limit of liability shown, all sums for which the ***insured*** is legally obligated to pay as damages because of ***bodily injury*** or ***property damage*** arising out of the ***Products/Completed Operations Hazard*** to which this coverage applies. ***We*** assume no other obligations or liability to pay sums or to perform acts or services unless the coverage is specifically provided for in the Supplementary Payments. ***We*** shall have the right and duty to defend any ***suit*** seeking damages, even if any of the allegations of the ***suit*** are groundless, false or fraudulent, provided the ***suit*** resulted from ***bodily injury*** or ***property damage*** not excluded under this coverage. ***We*** may make any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. ***We*** are not obligated to provide a defense after ***we*** have paid, either by judgement or settlement, an amount equal to ***our*** limit of liability.

C. SUPPLEMENTARY PAYMENTS

This policy provides the following Supplementary Payments. These incidental coverages are subject to the ***terms*** of the Principal Coverages. These Supplementary Payments do not increase the limit of liability stated for the ~~principal coverages~~Principal Coverages except: Claims and Defense Expense Coverage.~~-~~

1. **Claims and Defense Expense Coverage-*We*** pay the following expenses incurred in connection with a ***suit*** defended by ***us*** under the ***bodily injury*** and ***property damage*** liability coverage:~~-~~
   a) costs taxed to the ***insured***;
   b) expenses incurred by ***us***;
   c) actual loss of earnings by an ***insured***, up to $100 per day, for time spent away from ***work*** at ***our*** request;
   d) other necessary expenses incurred at ***our*** request;
   e) pre-judgment 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 pre-judgment interest based on that period of time after the offer;
   f) interest accruing after entry of a judgment but ending when ***we*** tender or pay up to the applicable limit of liability;
   g) premiums on appeal bonds or bonds to release attachments up to ***our*** limit of liability (***we*** are not required to apply for or furnish any bonds); and
   h) premiums up to $500 per bail bond required of any ***insured*** because of an accident or traffic law violation arising out of the use of any vehicle to which this policy applies. (***We*** are not required to apply for or furnish any bonds).

2. **First Aid Coverage**-***We*** pay the expenses incurred for first aid to others at the time of an accident and for ***bodily injury*** to which this policy applies.

D. EXCLUSIONS

Exclusions that apply to ***Bodily ~~injury~~Injury*** and ***Property ~~damage~~Damage***:
We do not pay for loss resulting directly or indirectly from the following, unless specific coverage is added to ***your*** policy.

***WE* DO NOT PAY FOR:**

a) ***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) liability assumed by the ***insured*** under any contract or agreement except an ***incidental contract***;

c) ***bodily injury*** or ***property damage*** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of:
   (1) any ***automobile*** or aircraft owned or operated by or rented or loaned to any ***insured~~,~~;*** or
   (2) any other ***automobile*** or aircraft operated by any person in the course of his/her employment by any ***insured***;

   BUT this exclusion DOES NOT APPLY to the parking of an ***automobile*** on the ***~~insured~~*** premises, if such ***automobile*** is not owned by or rented or loaned to any ***insured***;
   Moreover, this exclusion DOES NOT APPLY to ***bodily injury*** or ***property damage*** arising out of the operations of any of the equipment listed in paragraphs f) (2) and f) (3) of the ***mobile equipment*** definition;

d) ***bodily injury*** or ***property damage*** arising out of:
   ~~(~~1) the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***mobile equipment*** while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
   ~~(~~2) the operation or use of any snowmobile or trailer designed for use with a snowmobile;

e) ***bodily injury*** or ***property damage*** arising out of and in the course of the transportation of ***mobile equipment*** by an ***automobile*** owned, or operated by, or rented or loaned to any ***insured***;

f) ***bodily injury*** or ***property damage*** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of:
   (1) any watercraft owned or operated by or rented or loaned to any ***insured~~,~~;*** or
   (2) any other watercraft operated by any person in the course of his/her employment by any ***insured***;

   BUT this exclusion DOES NOT APPLY to watercraft while ashore on the ***insured premises***;

g) ***bodily injury*** or ***property damage*** included within the ***pollution*** definition. Nor do ***we*** pay for any loss, cost or expense arising out of any governmental direction or request that the ***named insured*** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants~~;~~.
   This exclusion does not apply to ***bodily injury*** or ***property damage*** caused by heat, smoke or fumes from a hostile fire. For the purpose of this exclusion, hostile fire means a fire which becomes uncontrollable or breaks out from where it was intended to be;

h) ***bodily injury*** or ***property damage*** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution;

i) ***bodily injury*** or ***property damage*** for which the ***named insured*** or others for whom coverage is included in this policy may be held liable:
   (1) as a person or organization engaged in the ***business*** of manufacturing, distributing, selling or serving of alcoholic beverages; or
   (2) ~~If~~ if not so engaged, as an owner or lessor of premises used for such purposes, if such liability is imposed:
      (a) by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
      (b) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

      BUT part (b) of this exclusion DOES NOT APPLY with respect to liability of the ***insured*** (or others for whom coverage is included in this policy) as an owner or lessor described in (2) above;

j) any obligation for which the ***insured*** or any carrier as his insurer may be held liable under any ~~workers'~~worker's compensation, unemployment compensation or disability benefits law, or under any similar law;

k) ***bodily injury***:
   (1) to any employee of the ***insured*** arising out of and in the course of his/her employment by the ***insured*** for which the ***insured*** may be liable as an employer or in any other capacity;

(2) sustained by the spouse, child~~,~~ parent, brother, or sister of an employee of the ***insured*** as a consequence of ***bodily injury*** to such employee arising out of and in the course of his/her employment by the ***insured***; or

(3) to any obligation of the ***insured*** to indemnify or contribute with another because of damages arising out of such injury.

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

This exclusion DOES NOT APPLY to liability assumed by the ***insured*** under an ***incidental contract***;

l) ~~***Property***~~ ***property damage*** to:

(1) property ***you*** own, rent, or occupy;

(2) premises ***you*** sell, give away or abandon, if the ***property damage*** arises out of any part of those premises;

(3) property loaned to ***you***;

(4) property in ***your*** care, custody or control;

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

Paragraph (4) of this exclusion does not apply with respect to ***property damage*** (other than to ***elevators***) arising out of the use of an ***elevator*** at the ~~***insured***~~ ***insured's premises***;

m) ***property damage*** to ***impaired property*** or tangible property that has not been physically injured or destroyed resulting from:

(1) a delay in or lack of performance by or on behalf of the ***named insured*** of any contract or agreement~~;~~, or

(2) the failure of the ***named insured's products*** or ***work*** performed by or on behalf of the ***named insured*** to meet the level of performance, quality, fitness or durability warranted or represented by the ***named insured***;

BUT this exclusion DOES NOT APPLY to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the ***named insured's products*** or ***work*** performed by or on behalf of the ***named insured*** after such ***products*** or ***work*** have been put to use by any person or organization other than an ***insured***;

n) ***property damage*** to the ***named insured's product***~~(***s***)~~ arising out of such ***products*** or any part of such ***products***;

o) ***property damage*** to ***work*** performed by or on behalf of the ***named insured*** arising out of the ***work*** or any portion of the ***work***, or out of materials, parts or equipment furnished in connection with the ***work***;

p) ***bodily injury*** or ***property damage*** ~~included within the ***products/completed operations hazard*** definition;~~

~~q) ***bodily injury*** or ***property damage*** arising out of operations on or from premises (other than the ***insured premises***) owned by, rented to or controlled by the ***named insured***, or to liability assumed by the ***insured*** under any contract or agreement relating to such premises;~~

~~r) ***bodily injury*** or ***property damage*** due to the rendering of or failure to render any ***professional service***;~~

~~s~~

q) ***property damage*** included within:

(1) the ***explosion*** definition;

(2) the ***collapse*** definition;

(3) the ***underground property damage*** definition;

r) ***bodily injury*** or ***property damage*** ~~arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the ***named insured***;~~

~~t) ***bodily injury*** or ***property damage***:~~

~~(~~1) resulting directly or indirectly from the transmission of a communicable disease by an ***insured*** or an employees of an ***insured***;

~~(~~2) arising directly or indirectly out of instances, ***occurrences*** or allegations of sexual abuse or sexual harassment of any person by an ***insured*** or employees of an ***insured***;

~~(~~3) arising directly or indirectly out of instances, ***occurrences*** or allegations of criminal activity by an ***insured*** or by employees of an ***insured***.

This exclusion shall be applicable whether the excluded claims are made directly or are made indirectly or derivatively as claims of negligence or breach of contract~~; or~~.

~~u~~s) 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.

E. WHAT *YOU* MUST DO IN CASE OF LOSS

1. **Notice**.
   a) In case of an ***occurrence*** or if ***you*** become aware of anything that indicates there might be a claim under this policy, ***you*** must give ***us*** or ***our*** agent notice (in writing if requested) as soon as practicable;
   b) The notice to ***us*** must state:
      (1) ***your*** name, the kind of policy, policy number and the time, place and circumstances of the ***occurrence***; and
      (2) names and addresses of any potential claimants and witnesses.
2. **Cooperation**-***You*** must cooperate with ***us*** in performing all acts required by this policy.
3. **Volunteer Payments**-***You*** must not, except at ***your*** own cost, voluntarily make any payments, assume any obligations, or incur any other expenses except first aid to others at the time of ***bodily injury***.
4. **Additional Duties *Bodily Injury* and *Property Damage* Coverages**-In the event of an ***occurrence*** which might result in a claim for ***bodily injury*** or ***property damage*** liability under this policy, ***you*** must also do the following:
   a) promptly forward to ***us*** copies of all notices, demands, or legal papers received in connection with the ***occurrence***;
   b) at ***our*** request, assist in:
      (1) making settlements;
      (2) the conduct of ***suits*** including attending trials and hearings;
      (3) enforcing any right of contribution or indemnification against any party who may be liable to any ***insured*** for the injury or damage;
      (4) securing and giving evidence; and
      (5) obtaining the attendance of witnesses.

F. HOW MUCH *WE* PAY FOR LOSS OR CLAIM

For the purpose of determining ***our*** limit of liability, all ***bodily injury*** and ***property damage*** arising out of continuous or repeated exposure to substantially the same general condition(s) shall be considered as arising out of one ***occurrence***.

1. The limit of liability stated on the Declarations page, the Supplemental Declarations page or attached endorsements and the conditions set forth below fix the maximum amounts ***we*** will pay for loss regardless of the number of:
   a) persons insured under this policy;
   b) persons or organizations who sustain ***bodily injury*** or ***property damage***; or
   c) claims made or ***suits*** brought.
2. The Each ***Occurrence*** limit, subject to the Aggregate limit of liability, is the most ***we*** pay for the total of damages under Coverages L for all ***bodily injury*** and ***property damage*** arising out of a single ***occurrence***.
3. The ***Products/Completed Operations Hazard*** each ***occurrence*** limit, subject to the ***Products/Completed Operations Hazard*** Aggregate limit of liability, is the most ***we*** will pay for the total of damages under Coverage N due to all ***bodily injury*** and ***property damage*** arising out of a single ***occurrence***.
4. The policy period shown on the Declarations page, the Supplemental Declarations page or other endorsements added to this policy may be for a period of one year or longer. HOWEVER, for the purpose of determining any or all aggregate limits of liability described in this section, or in endorsements attached to this policy, policy period means a one year period beginning with the inception date of the policy (and for each subsequent one year period if applicable).

EXAMPLE:

a) Policy Period as shown on the Declarations page or other endorsements.	from January 15, 1987 to January 15, 1990
b) Initial Policy Period for determining aggregate limits.	from January 15, 1987 to January 15, 1988
c) Subsequent Policy Period(s) for determining aggregate limits.	~~from January 15, 1988~~ to January 15, 1989 **AND** from January 15, 1989 to January 15, 1990

4.5. The Aggregate limit of liability is the most ***we*** will pay during a policy period for the sum of all damages under **Coverage L** ***Bodily ~~Injury~~injury*** and ***Property ~~Damage.~~ damage***.

5.6. The ***Products/Completed Operations Hazard*** Aggregate limit of liability appliesshown for **Coverage N-*Products/ Completed Operations*** is the most ***we*** will pay during a policy period under Coverage N for damages due to injury or damage included under the ***Products/Completed Operations Hazard***

7. The Aggregate limit of liability and the ***Products/Completed Operations Hazard*** Aggregate limit of liability apply separately to each consecutive 12-month period beginning with the inception date of the General Liability Coverage shown on the Declarations page, the Supplemental Declarations page or attached endorsements. ItThey also appliesapply separately to any remaining policy period of less than 12-months, unless the General Liability Coverage has been extended after it was written. In that case, the additional period will be considered part of the last preceding period for the purpose of determining limits.

68. If Premises Medical Payments, Fire Legal Liability, ***Product/Completed Operations,*** or other coverages are added to this policy by endorsement, then the limits of liability and the conditions pertaining to **HOW MUCH *WE* PAY FOR LOSS OR CLAIM** under these coverages will be set forth in those endorsements, on the Declarations page, or the Supplemental Declarations page.

7.9. Insurance Under More Than ***One***one Policy.:

a) Insurance under this General Liability Coverage is primary except as provided under paragraph 7c.9c. below, or unless otherwise stated. The amount of ***our*** liability is not reduced because of other insurance which applies to the loss on other than a primary basis.

b) If the other insurance is also primary, ***we*** will share in the loss as follows:

(1) If the other insurance provides for contribution by equal shares, ***we*** will pay equal amounts with other insurers until:

(a) the lowest applicable limit under any one policy is reached; or

(b) the full amount of the loss is paid. If part of the loss remains unpaid, ***we*** will pay an equal share with the other insurers until the full amount of the loss is paid, or until ***we*** have paid ***our*** limit in full.

(2) If the other insurance does not provide for contribution by equal shares, ***we*** will pay no more than that proportion of the loss to which the applicable limit under this policy for such loss bears to the total applicable limit for all insurance against the loss.

c) Insurance under this General Liability Coverage is excess over any other insurance:

(1) if the other insurance, whether primary, excess, contingent or on any other basis, provides:

(a) fire, extended coverage, builders' risk, installation risk or similar coverage for ***your work***; or

(b) fire insurance for the premises rented to ***you***; or

(2) if the other insurance applies to any loss arising out of the maintenance or use of aircraft, ***autos***, or watercraft which may be covered by this policy.

d) When this insurance is excess over any other insurance:

(1) ***we*** will have no duty under Coverage L to defend any claim or ***suit*** that any other insurer has a duty to defend. If no other insurer defends, ***we*** will do so. However, ***we*** will be entitled to the ***insured's*** rights against all those other insurers.

(2) ***we*** will pay ***our*** share of the amount of 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 deductibles and self-insured amounts required by such other insurance.

We will share the remaining loss 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 on the Declarations page, the Supplemental Declarations page or attached endorsements toof this General Liability Coverageliability coverage.

G. PAYMENT OF LOSS OR CLAIM

Any person, who has secured a judgmentjudgement against an ***insured*** for an insureda covered loss or has liability firmly established by a written agreement between the claimant, an ***insured*** and ***us***, is entitled to recover under this policy to the extent of the coverage provided.

I. POLICY CONDITIONS

In addition to the policy ***terms*** which are contained in other sections of this policy, the following conditions also apply.:

1. **Assignment**-Assignment of this policy is not valid without ***our*** written consent.
2. **Cancellation**.

a) **By *You*-*You*** may cancel this policy at any time by giving ***us*** written notice or returning the policy to ***us*** and stating when thereafter the cancellation is to be effective.

b) **By *Us*-*We*** may cancel this policy by written notice delivered to or mailed to ***you*** at the address shown in the policy (and to ***your*** authorized agent or broker if required). Proof of delivery or mailing is sufficient proof of notice.

This notice must be delivered or mailed the required number of days prior to the effective date of the cancellation. For a description of the number of days of required notice, refer to: (1) ***Nonpayment of Premium***, (2) **New Policy** or (3) **All Other Situations**.

c) **When *We* May Cancel**- ***We*** may cancel this policy under the following conditions:-

(1) ***Nonpayment of Premium***-If the premium has not been paid when due, ***we*** may cancel at any time by delivering or mailing to ***you*** the required notice at least fifteen days before cancellation is effective. Payment by ***you*** to the insurer, or to an agent or broker authorized to receive such payment, shall be considered timely if made within fifteen days after the mailing to ***you*** of a notice of cancellation for ***nonpayment of premium***.

(2) **New Policy**-If this is a new policy which has been in effect less than sixty days, ***we*** may cancel for any reason by delivering or mailing the required notice to the first- ***named insured*** at the mailing address shown in the policy at least twenty days before cancellation is effective. If upon review during this time period, ***we*** find that a statutory provision/provisions for cancellation applies/apply, ***we*** may cancel this policy by mailing written notice to the first- ***named insured*** at the mailing address shown in the policy at least fifteen days before cancellation is effective.

(3) **All Other Situations**-After a ***covered policy*** has been in effect for sixty days, or upon the effective date if such ~~a~~ policy is a ***renewal***, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed to the ***insured*** and such cancellation is based on one or more of the following statutory provisions:-

(A) ***Nonpayment of premium***;

(B) Conviction of a crime arising out of acts increasing the hazard insured against;

(C) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(D) After issuance of the policy or after the last ***renewal*** date, discovery of an act or omission, ~~or a~~ violation of any policy condition, that substantially and materially increases the hazard insured against and which occurred subsequent to inception of the current policy period;

(E) Material physical change in the property insured, occurring after issuance or last annual ***renewal*** anniversary date of the policy, which results in the property becoming uninsurable in accordance with the insurer's objective, uniformly applied underwriting standards in effect at the time the policy was issued or last ***renewed***; or material change in the nature or extent of the risk, occurring after issuance or last annual ***renewal*** anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last ***renewed***;

(F) Required pursuant to a determination by the superintendent that continuation of the present premium volume of the insurer would jeopardize that insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors~~,~~ or the public;

(G) A determination by the superintendent that the continuation of the policy would violate or would place the insurer in violation of the law;

(H) Where the insurer has reason to believe, in good faith and with sufficient cause, that there is a probable risk ~~of~~ or danger that the ***insured*** will destroy, or permit to be destroyed, the ~~***insured***~~covered property for the purpose of collecting the insurance proceeds, provided, however, that:

(i) a notice of cancellation on this ground shall inform the ***insured*** in plain language that the ***insured*** must act within ten days if review by the Insurance Department of the ground for cancellation is desired pursuant to item (iii) of this subparagraph (H); and

(ii) notice of cancellation on this ground shall be provided simultaneously by the insurer to the Insurance Department; and

(iii) upon written request of the ***insured*** made to the ~~department~~ Department within ten days from the ~~***insureds***~~***insured's*** receipt of notice of cancellation on this ground, the Insurance Department shall undertake a review of the ground for cancellation to determine whether or not the insurer has satisfied the criteria for cancellation specified in this subparagraph; if

after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.

(I) With respect to professional liability insurance policies, revocation or suspension of the ***insured's*** license to practice his/her profession or, if the ***insured*** is a hospital, it no longer possesses a valid operating certificate under section twenty-eight hundred one-a of the public health law.

d) ***We*** refund the premium for the unexpired policy period on a pro rata basis.

e) **Refund of Premium**-Payment or tender of unearned premium is not a condition of cancellation. If the unearned premium is not refunded with the cancellation notice, it will be sent to ***you*** within a reasonable time.

f) **Loss Notice**-The company must advise the first ***named insured*** that he/she is entitled to loss information upon written request.

3. ***Renewal/Nonrenewal***.

3a. ***Nonrenewal-We*** may elect not ***to renew*** or continue this policy by delivering or mailing to ***you*** and ***your*** authorized agent or broker written notice of ***our*** intent not ***to renew***.

a) Such notice must:

(1) be given at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***.

(2) state ***our*** specific reason(s) for ***nonrenewal***.

(3) be delivered or mailed to ***you*** at the address shown in the policy and to ***your*** authorized agent or broker. Proof of delivery or mailing is sufficient proof of notice.

(4) Loss Notice-The company must advise the first ***named insured*** that he/she is entitled to loss information upon written request.

(5) Requirements for ***nonrenewal*** shall not apply if the ***named insured***, or an agent or broker authorized by the ***named insured***, or another insurer of the ***named insured*** has delivered or mailed written notice that the policy has been replaced or is no longer desired.

b) Prior to the expiration date of this policy, in the event that a late ***nonrenewal*** notice is provided by the insurer, the coverage under this policy shall remain in effect:

(1) at the same ***terms*** and conditions contained in the expiring policy; and

(2) at the lower of the current rates or the prior period's rates until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.

c) In the event that a timely and substantially complete notice is not provided by the insurer prior to the expiration date of the policy, coverage shall remain in effect:

(1) on the same ***terms*** and conditions of the expiring policy;

(2) for another ***required policy period***; and

(3) at the lower of the current rates or the prior period's rates.

However, if the insurer has established the standards and procedures required by the law relating to notice requirements and the failure to comply with these standards and procedures is a result of inadvertanceinadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the insurer's current rates at the ***terms*** and conditions of the expiring policy.

d) The issuance of a late or incomplete ***nonrenewal*** notice by the insurer shall not create a new annual aggregate liability limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, including any additional ***required policy period***, caused by the late or incomplete notice of ***nonrenewal***.

e) If the insurer provides a timely notice of ***nonrenewal*** and thereafter the insurer extends the policy for ninety days or less, an additional notice of ***nonrenewal*** is not required with respect to the extension period.

3b. **Conditional *Renewalrenewal*-*We*** may elect ***to renew*** or continue this policy under certain conditions. ***We*** may do so by delivering or mailing to ***you*** and or ***your*** authorized agent or broker written notice.

a) This notice must:

(1) be delivered or mailed to ***you*** at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***;

(2) contain specific reason(s) for the conditional ***renewal***;

(3) set forth the amount of any premium change if the increase is in excess of 10% unless the increase is due to increased insured values and/or increased coverages or is due to experience rating, retrospective rating or audit;

(4) set forth the nature of any proposed change(s) in the policy such as change(s) in limits, change(s) in type(s) of coverage(s), reduction(s) in coverage(s), increased deductible or the addition of an exclusion or exclusions;

(5) be delivered or mailed to the ***named insured*** at the address listed in the policy and to an authorized agent or broker of the ***insured***. Proof of delivery or mailing is sufficient proof of notice; and

(6) include a statement advising the first ***named insured*** that upon written request the company will provide loss information.

b) Prior to the expiration date of the policy, in the event that an incomplete or late conditional ***renewal*** notice is provided by the insurer, the coverage under this policy shall remain in effect at:

(1) the same ***terms*** and conditions of the expiring policy; and

(2) the lower of the current rates or the prior period's rates

until sixty days after the notice is delivered or mailed unless the ***insured*** elects to cancel sooner.

However, if the ***insured*** elects to accept the ***terms***, conditions and rates of the conditional ***renewal*** notice and ***renews*** the policy on that basis, then such ***terms***, conditions and rates shall govern the policy upon expiration of such sixty-day period.

c) In the event that a timely and substantially complete conditional ***renewal*** notice is not provided by the insurer prior to the expiration date of the policy, then coverage under the policy:

(1) remains in effect for an additional ***required policy period***;

(2) remains at the same ***terms*** and conditions as the expiring policy; and

(3) the rates for the additional policy period will be the lower of the current rates or the previous period's rates.

However, if the insurer has established the standards and procedures required by law relating to notice requirements, and the failure to comply with these standards and procedures is a result of inadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the ***insured's*** current rates at the ***terms*** and conditions of the expiring policy.

d) The issuance of a late or incomplete conditional ***renewal*** notice by the insurer shall not create a new annual aggregate limit (if any) for the ***covered policy***, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extensions including any additional ***required policy period***, caused by the late or incomplete conditional ***renewal*** notice.

However, if the ***insured*** accepts the ***terms*** of a conditional ***renewal*** offer, a new and annual aggregate shall become effective as of the inception date of the ***renewal***.

3c) **Alternate *Renewal* Notice Procedure**-During the period of time the insurer is assessing its option(s) as to whether to nonrenew or conditionally renew a policy, the insurer must notify the ***insured*** and his/her authorized agent or broker.

This notice must contain the following:

(1) The notice must be delivered or mailed at least sixty days prior to the expiration date of the policy;

(2) The notice must be delivered or mailed to the ***named insured*** at the address in the policy and to an authorized agent or broker of the ***insured***;

(3) The notice must advise the ***insured*** that the policy will be either nonrenewed or renewed at different ***terms***, conditions or rates;

(4) The notice must advise the ***insured*** that a **SECOND NOTICE** will be sent at a later date;

(5) The notice must advise the ***insured*** that coverage will continue at the same ***terms***, conditions and rates until the later of:

(a) the expiration date; or

(b) 60 days after the **SECOND NOTICE** is delivered or mailed.

(6) The **SECOND NOTICE** sent to the ***insured*** must advise the ***insured***:

(a) of the specific reason or reasons for ***nonrenewal*** or conditional ***renewal***, and

(b) of the amount of any premium increase if the increase is in excess of 10% and the nature of any other proposed changes.

(7) The **SECOND NOTICE** must advise the first ***named insured*** that he/she is entitled to loss information upon written request.

(8) If a substantially complete **SECOND NOTICE** is not delivered or mailed until after the expiration date of the policy, the ***insured*** is entitled to coverage under the policy:

(a) for an additional ***required policy period***;

(b) at the same ***terms*** and conditions as the existing policy; and

(c) at the lower of the current rates or the rates of the previous period.

However, if the insurer has established the standards and procedures ~~required~~requited by law relating to notice requirements and the failure to comply with these standards and procedures is a result of inadvertence or clerical mistake, then the rates applicable to the remainder of the additional ***required policy period*** shall be the ***insured's*** current rates at the ***terms*** and conditions of the expiring policy.

(9) No notice is necessary if the insurer receives a written notice from the ***insured***, his/her authorized agent or broker, or another insurer that the policy is no longer desired or has been replaced.

3d~~.~~) **Policies Written For A Term Of Less Than One Year**-For policies issued to an ***insured*** for a seasonal purpose or to a policy issued to cover a particular project that will be performed in less than one year, the following provisions apply:

a) During the first sixty days such policy is in effect, no cancellation shall become effective until twenty days after written notice is delivered or mailed to the ***insured*** at the mailing address shown in the policy;

b) After a policy has been in effect for sixty days, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed and such cancellation is based on one or more of the statutory provisions set forth in this form.

c) After a policy has been in effect for sixty days, no premium increase for the term of the policy shall be made to become effective unless due to and commensurate with insured value added, subsequent to issuance pursuant to the policy or at the ***insured's*** request.

4. **Change, Modification, or Waiver of Policy *Terms***-A waiver or change of any ***terms*** of this policy must be issued by ***us*** in writing to ~~he~~be valid.

5. **Conformity with Statute-*Terms*** of this policy, in conflict with the statutes of the state where the premises described in the Declarations are located, are amended to conform to such statutes.

6. **Misrepresentation, Concealment or Fraud**-This entire policy is void if, whether before ~~or~~of after a loss;

a) an ***insured*** has willfully concealed or misrepresented:

(1) any material fact or circumstance concerning this insurance; or

(2) an ***insured's*** interest.

b) ~~there~~There has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject.

7. **Inspection and Audit-*We*** are permitted but not obligated to inspect ***your*** property and operations. ***Our*** inspection or any resulting advice or report does not warrant that ***your*** property or operations are safe or healthful or are in compliance with any law, rule or regulation.

We may examine and audit the ***named insured's*** books and records at any time during the policy period and extensions of the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

These conditions apply:

a) An audit to determine final premium under which the initial premium is based on an estimate of the ***insured***'s exposure base shall be conducted within one hundred eighty (180) days after expiration of ***your*** policy.

b) ***We*** shall, as soon as practicable following an audit, refund or credit ***your*** account for any return premium due or bill ***you*** and make a good faith effort to collect any additional premium due ***us*** as a result of the audit.

c) ***Your*** failure to cooperate in the conduct of the audit shall be grounds for ***nonrenewal*** of this policy in accordance with the provisions of section 3426 of the Insurance Law

8. **Subrogation**.

a) If ***we*** make a payment under this policy, ***we*** may require that the ***insured*** assign to ***us*** his or her right of recovery against any person for the loss to the extent of the payment. The ***insured*** must do everything necessary to make this assignment and secure ***our*** rights.

b) ***We*** are not liable for any loss if an ***insured*** does anything after the loss occurs to impair ***our*** right to recover. ***You*** may waive ***your*** right of recovery in writing before a loss occurs without voiding the coverage.

c) If ***we*** pay a loss to or on behalf of an ***insured*** and the ***insured*** recovers damages from another person for the same loss, the ***insured*** shall hold the amount recovered in trust for ***us*** and shall reimburse ***us***.

9. ***Suit* Against *Us***-No ***suit*** may be brought against ***us*** to recover amounts due for ***bodily injury*** or ***property damage*** liability unless:

a) the ***terms*** of this policy have been fully complied with; and

b) The amount of any ***insured's*** liability has been conclusively fixed:

(1) by a final ~~judgment~~judgement against the ***insured*** following trial or other means of adjudication; or

(2) by written agreement of the ***insured***, the claimant and ***us***.

No person shall have any right under this policy to join or implead ***us*** in any action brought to determine an ***insured's*** liability.

10. **Bankruptcy of an *Insured***-Bankruptcy or insolvency of any ***insured*** or his ~~or her~~ estate does not relieve ***us*** of any of ***our*** obligations under this policy.
11. **Policy Period**-This policy applies only to ***bodily injury*** or ***property damage*** which occurs during the policy period.
12. **Liberalization Clause**-If ***we*** change any form attached to ***your*** policy, ***you*** will benefit by any coverage that is broadened or extended. There must not be any increased premium charge for this change in endorsement.
    This change must occur during the period that this policy is in force or within 45 days prior to the effective date of coverage.
13. **Premium**-All premiums for this insurance shall be computed in accordance with ***our*** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance.
    ~~—~~Premium designated in this policy as ~~"~~"provisional premium~~"~~" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each annual period (or part of the period terminating with the end of the policy period), the earned premium shall be computed for such period and, upon notice to the ***named insured***, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, ***we*** shall return to the ***named insured*** the unearned portion paid by the ***named insured***.
    ~~—~~The ***named insured*** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to ***us*** at the end of the policy period and at such times during the policy period as ***we*** may direct.
14. **Financial Responsibility Laws**-When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for ***bodily injury*** liability or for ***property damage*** liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The ***insured*** agrees to reimburse ***us*** for any payment made by ***us*** which it would not have been obligated to make under the ***terms*** of this policy except for the agreement contained in this paragraph.

NUCLEAR EXCLUSION:

1. This policy does not apply:
   a) Under any Liability Coverage, to ***bodily injury*** or ***property damage***~~:~~
      (1) with respect to which an ***insured*** under this policy is also an ***insured*** under a nuclear energy liability policy issued by ~~the~~ The Nuclear Energy Liability Insurance Association, The Mutual Atomic Energy Liability Underwriters or 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 amending law, 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 U.S. agency, under any agreement entered into by the United States of America, or any U.S. agency, with any person or organization.
   (b) Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, 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 the ***hazardous properties*** of ***nuclear material***, if
      (1) the ***nuclear material*** (a) is at any ***nuclear facility*** owned by, or operated by or on behalf of an ***insured***, or (b) has been discharged or dispersed;
      (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. Definitions Applicable to the Nuclear Energy Liability Exclusion~~:~~:
   a) ***Hazardous Properties***-include radioactive, toxic or explosive properties.
   b) ***Nuclear Material***-means ***source material***, ***special nuclear material***, or ***by-product material***.

c) ***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.

d) ***Spent ~~Fuel~~ fuel***-this means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a ***nuclear reactor***.

e) ***Waste***-this means any ***waste*** material:
   (1) 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
   (2) 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***.

f) ***Nuclear Facility***-means:
   (1) any ***nuclear reactor***.
   (2) any equipment or device designed or used for:
      (a) separating the isotopes of uranium or plutonium;
      (b) processing or utilizing ***spent fuel***; or
      (c) handling, processing or packaging ***waste***.
   (3) 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.
   (4) 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 sites, and all premises used for such operations.

g) ***Nuclear Reactor***- this means any apparatus designed or used:
   (1) to sustain nuclear fission in a self-supporting chain reaction; or
   (2) to contain a critical mass of fissionable material.

h) ***Property Damage***-this includes all forms of radioactive contamination of property.