Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
GENERAL LIABILITY COVERAGE **OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE** **AGREEMENT** ***We*** provide Owners' and ***Contractors***' Protective Liability Insurance and those added coverages described in this Policy during the policy period in return for payment of the premium. This agreement is subject to all the ***terms*** of this policy. The complete Owners' and ***Contractors***' Protective Liability Insurance coverage consists of the Declarations page, this Agreement, 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*** policy obligations and ***our*** policy obligations. Each coverage part is subject to all ***terms*** relating to that coverage. The Table of Contents that follows shows how each coverage part is organized and it will help ***you*** locate the various sections.	**GENERAL LIABILITY COVERAGE** **Owners' And Contractors' Protective Liability** **AGREEMENT** The General Liability Coverage, subject to all of its ***terms***, provides insurance against ***business*** legal liability of an ***insured***, and other described coverages during the policy period, in return for payment of the required premium. It consists of this Agreement, the Declarations, the Liability Policy Provisions and any other forms or endorsements made part of it, including any required state endorsement(s). The Declarations include any Supplemental Declarations. It is important that ***you*** read each part of the policy carefully to understand the coverage provided and ***your*** obligations as well as ***our*** obligations under the policy. Each coverage is subject to all policy ***terms*** relating to that coverage including the ***terms*** applicable to the entire policy, unless stated otherwise. The Principal Coverages as described in this policy form apply only if a limit of liability is shown for the coverage in the Declarations.	No intended change to this section	Clarification
A. DEFINITIONS-these 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 Injury*** means ***bodily injury***, bodily sickness and/or bodily disease sustained by any person occurring during the policy period, including death resulting from ***bodily injury***, bodily sickness and/or bodily disease.	**A. DEFINITIONS** The following definitions apply to this General Liability Coverage: 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 providing this insurance. 2. ***Authorized representative*** means: a. Any ***insured*** listed in paragraph a. in the definition of ***insured***; and b. ***Employees*** authorized by ***you*** to give or receive notice of an ***occurrence*** or claim. 3. ***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*** also means any other land vehicle that is subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where the ***automobile*** is licensed or principally garaged. ***Automobile*** does not include ***mobile equipment***. 4. ***Bodily injury*** means ***bodily injury***, sickness or disease sustained by a person during the policy period, including death at any time resulting from such ***bodily injury***, sickness or disease.	1. Authorized representative- New. Explains who can have knowledge of an occurrence, who can report the occurrence and when it is deemed to have occurred. 2. Automobile updated to include vehicles subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where the automobile is licensed or principally garaged.	1. Clarification 2. Clarification

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4. ***Business*** means a full or part-time trade, profession, or other occupation including farming and/or the rental of any property. 5. ***Contractor*** means the ***contractor*** designated in the Declarations. 6. ***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*** and/or ***property damage*** occurs in the course of travel or transportation to or from anyplace included in a. above; c. the world, with respect to products manufactured or sold within the territory described in a. above; and d. the world, with respect to activities of a person temporarily away form the coverage territory described in a. above, while he/she is conducting ***your business***. 7. ***Covered policy*** means a policy of commercial risk insurance, professional liability insurance or public entity insurance. 8. ***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 it is not attached to 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. 9. ***Employee*** includes leased ***employees*** but does not include temporary ***employees***. 10. ***Impaired property*** means tangible property other than ***your product*** or ***your work***: a. whose usefulness has been decreased: 1) because it includes ***your product*** or ***your work*** that is, or is thought to be, defective, deficient or dangerous; or 2) because ***you*** failed to comply with the terms of a contract or agreement; and b. whose usefulness can be restored to use: 1) by the repair, replacement, adjustment or removal of ***your product*** or ***your work***; or	5. ***Business*** means a full or part time trade, profession, or other occupation including farming or the rental of property. 6. ***Contractor*** means the ***contractor*** named in the Declarations. 7. ***Electronic data*** means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software on hard or floppy disks, CD-ROMs, DVDs, tapes, drives, cells, smart phones, tablets, data processing devices or any other depositories of computer software which are used with electronically controlled equipment. The phrase, computer programs, refers to a set of related electronic instructions which direct the operations and functions of a computer or device connected to it. These electronic instructions thereby enable the computer or connected device to receive, process, store, retrieve, or send material. ***Electronic data*** does not include: a. ***Your*** stock of prepackaged software; or b. ***Electronic data*** which is combined with, and operates or controls, a building's elevator, lighting, heating, ventilation, air conditioning or security system. 8. ***Employee*** includes a ***leased worker*** but does not include a ***temporary worker***. 9. ***Impaired property*** means tangible property, other than ***work*** performed for ***you***: a. Whose usefulness has been decreased: 1) Because it includes ***work*** performed for ***you*** that is, or is thought to be, defective, deficient or dangerous; or 2) Because ***you*** failed to comply with the terms of a contract or agreement; and b. Whose usefulness can be restored: 1) By the repair, replacement, adjustment or removal of the ***work*** performed for ***you***; or	3. Coverage Territory- Definition removed. Coverage territory previously was used to restrict where the occurrence must take place. 4. Electronic data- New. Previously this information was explained in the property damage definition. A new definition was developed so it could also be used in the new exclusion titled Access Or Disclosure. 5. Covered Policy – Removed 6. Elevator – Definition was removed in favor of the common use of the term. 7. Employee- new definitions for leased and temporary workers to replace undefined references to leased and temporary employees.	3. Broaden 4. Clarification 5. Clarification 6. Clarification 7. Clarification

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2) by ***your*** fulfilling the ***terms*** of the contract.	2) By ***your*** compliance with the terms of the contract.		
11. ***Insured*** means that 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. if the ***named insured*** is a limited liability company, the members and managers are ***insureds*** while acting within the scope of their duties as members and managers. e. any person (other than an employee of the ***named insured***) or organization while acting as real estate manager for the ***named insured***. f. with respect to the operation, for the purpose of locomotion upon a public highway, of ***mobile equipment*** registered under any motor vehicle registration law: 1) an ***employee*** of the ***named insured*** while operating any such equipment in the course of his/her employment; and 2) 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 f. with respect to: a) ***bodily injury*** to any co-employee of the person driving the equipment; or b) ***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 2). g. Each of the following is also an ***insured***:	10. ***Insured*** means: a. Each of the following is an ***insured*** under the conditions and limitations set forth below. When ***you*** are: 1) An individual, both ***you*** and ***your*** spouse are ***insureds***. 2) A partnership or joint venture, ***you*** are an ***insured*** and any partner or member and their spouses are ***insureds***, but only with respect to their duties as partners or members of a joint venture. 3) An organization other than a partnership, joint venture or limited liability company, ***you*** are an ***insured***, and the executive officers and directors are ***insureds***, but only with respect to their duties as executive officers and directors. Stockholders are also ***insureds***, but only with respect to their liability as stockholders. 4) A limited liability company: a) ***You*** are an ***insured***; b) The members of the limited liability company are ***insureds***, but only with respect to their duties as members of a limited liability company; and c) The managers of the limited liability company are ***insureds***, but only with respect to their duties as managers. b. Each of the following is also an ***insured***: 1) Any person or organization, other than ***your employee***, while acting as ***your*** real estate manager. 2) Any person or organization having proper temporary custody of ***your*** property if ***you*** die, 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. 3) ***Your*** legal representative when ***you*** die, but only with respect to duties as ***your*** fiduciary. ***Your*** legal representative will have all ***your*** rights and duties under this General Liability Coverage. No person or organization qualifies as an ***insured*** with respect to the conduct of any current or past partnership,	8. Insured – a. All references to named insured were changed to you b. Part f. in the old form was removed because "your" employees are not intended to be covered as insureds on an OCP.	b. Clarification b. Restriction

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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 Owners' And Contractors' Protective Liability coverage. This insurance DOES NOT APPLY to liability arising out of the conduct of any partnership, joint venture, or limited liability company of which the ***insured*** is a partner or member and which is not designated in this policy as a ***named insured***.	joint venture or limited liability company that is not named in the Declarations.		
12. ***Insured contract*** means any written: a. leases of premises; b. easement agreements, except those concerning construction or demolition operations abutting railroad property; c. obligation to insure a municipality as required by law or ordinance, except in connection with ***work*** for the municipality; d. sidetrack agreements; or e. elevator maintenance agreements.	11. ***Insured contract*** means: a. A lease of premises; b. An easement or license agreement, except those related to construction or demolition operations within 50 feet of railroad property; c. An obligation to insure a municipality required by law or ordinance, except in connection with work for the municipality; d. A sidetrack agreement; or e. An elevator maintenance agreement.	9. Insured contract- Part b. removed "abutting" and added a 50' distance for operations near a railroad property.	9. Broaden
13. ***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. ***Leased worker*** means a person leased to ***you*** from a labor leasing firm under a written contract. This does not include a ***temporary worker***.	10. Leased worker- New. Definition added to provide meaning to the use of the word that always existed in the employee definition as an undefined term. 11. Insured Premises – Removed as a defined term because it was not used to grant or restrict coverage. Only served as a reference to the Declarations.	10. Clarification 11. Clarification
14. ***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	13. ***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 the 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:	12. Mobile equipment- New paragraph at the end to clarify what qualifies as an automobile rather than mobile equipment.	12. Clarification

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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., d., or e. 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.	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; or 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 an ***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. Named Insured from old form has been removed from new one. Named insured and you/your had the same meaning in the old forms. In the new forms only you/your used.	13. Clarification
15. ***Named insured*** means the person or entity named in the Declarations.	Land vehicles subject to motor vehicle financial responsibility law or motor vehicle insurance law, applicable where it is licensed or principally garaged are not ***mobile equipment***, but will be considered ***automobiles***.	14. Nonpayment of premium removed from new form because the cancellation/nonrenewal portion is removed and found in URB-COMM-CANC (9/16) R2016003197.	14. Clarification
16. ***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***.			
17. ***Occurrence*** means an accident including continuous or repeated exposure to substantially similar conditions.	14. ***Occurrence*** means an accident, including continuous or repeated exposure to substantially similar injurious conditions.	15. Pollutant is new term taken from the last paragraph of the old pollution definition.	15. Clarification
18. ***Pollution*** means ***bodily injury*** and/or ***property damage*** arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:	15. ***Pollutant*** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste	16. Pollution from old form has been removed as a term. The language contained has been moved	16. Clarification

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a. at or from premises owned, rented, loaned 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: 1) if the pollutants are brought on or to the site or location in connection with such operations; or 2) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants. For the purpose of this definition, a 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.	includes materials to be recycled, reconditioned or reclaimed.	to the Pollution exclusion in Coverage L.	
19. ***Products/Completed Operations Hazard***. a. ***Products hazard*** means ***bodily injury*** and/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*** and/or ***property damage*** arising out of ***your work***. ***Your work*** does not include incomplete or abandoned ***work***. ***Your work*** is 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 considered completed. c. Neither the ***products hazard*** nor ***completed operations hazard*** includes ***bodily injury*** and/or ***property damage*** arising out of:		17. Products/Completed Operations Hazard – Removed as the corresponding exclusion it was used in was also removed as there is no direct coverage for the products or operations of the insured in an OCP policy.	17. Clarification

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1) the transport of property aboard a vehicle not owned or operated by ***you***, unless injury or damage occurs from a condition that was created by ***your*** loading or unloading of the vehicle; 2) the presence of tools, uninstalled equipment, abandoned or unused materials; or 3) products or ***work*** for which the classification on the Declarations/schedule state "including ***Products/Completed Operations***" subject to the applicable aggregate limit.			
20. ***Professional Service*** means: a. the rendering or failure to render: 1) any professional service, including but not limited to any cosmetic, body piercing, tonsorial, massage therapy, physical therapy, podiatry, hearing aid, optical or optometrical services or treatments; or 2) any service or treatment conducive to health or of a professional nature including but not limited to the furnishing or dispensing of drugs, medical, dental, veterinarian or surgical supplies and services or the handling of or performing of autopsies or necropsies.		18. Professional Service definition removed as was the corresponding exclusion it was used in as there is no direct coverage for the actions or professional services of the insured in an OCP policy.	18. Clarification
21. ***Property Damage*** means: a. physical injury to tangible property occurring during the policy period, including the loss of use resulting from such physical injury; b. loss of use of tangible property which has not been physically injured provided such loss of use is caused by an ***occurrence*** during the policy period; or c. property damage, but it does not include loss or damage to intangible electronic data stored or used in an electronic format in the random access memory (RAM) of a computer or computer system including storage media such as floppy discs, hard drives, CD-Rom discs and similar electronic storage devices.	16. ***Property damage*** means: a. Physical injury to tangible property occurring during the policy period, including the loss of use resulting from such physical injury. Loss of use will be determined to have occurred at the time of such physical injury to tangible property; or b. Loss of use of tangible property which has not been physically injured provided such loss of use is caused by a covered ***occurrence*** during the policy period. Loss of use will be determined to have occurred at the time of the ***occurrence*** that caused it. ***Property damage*** does not include loss or damage to ***electronic data***.	19. Property damage- 19a. Last sentence added to parts a. and b. to clarify when loss of use occurs 19b. In the old form, part c. was replaced with the last paragraph in the new form which replaces the references to specific computer parts with the new definition for electronic data updated for modern technology.	19a. Clarification 19b. Clarification
22. ***Renewal*** or ***to Renew*** means the issuance or offer to issue by an insurer of a policy superceding 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.		20. Renewal or to renew- removed from new form because the cancellation/nonrenewal portion is removed and found in URB-COMM-CANC (9/16) R2016003197. 21. Required policy period- removed from new form because the cancellation/nonrenewal portion is removed and found in URB-COMM-CANC (9/16) R2016003197.	20. Clarification 21. Clarification

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23. ***Required policy period*** means a period of one year from the date as of which a ***covered policy*** is renewed or first issued. 24. ***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. However, ***suit*** does not mean that ***we*** shall have the duty to respond to any process designating ***you*** as a potentially responsible party (PRP) in connection with any ***pollution*** matter.	17. ***Suit*** means a civil proceeding brought in the United States of America, including its territories and possessions, Puerto Rico or Canada, in which damages because of ***bodily injury*** or ***property damage*** to which this insurance applies are alleged. ***Suit*** includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages, and to which ***you*** must submit, or submit with ***our*** consent.	22. Suit – 22a. Stipulation added that the suit must be brought in the USA, including its territories and possessions, Puerto Rico or Canada because coverage territory definition was removed. 22b. Last sentence of old form removed that did not recognize the insured being designated a PRP as a suit.	22a. Clarification 22b. Broaden
25. ***Terms*** as used in this policy means provisions, limitations, exclusions, definitions and conditions of ***your*** policy.	18. ***Temporary worker*** means a person provided to ***you*** as a substitute for an ***employee*** on leave or to fill a short-term or seasonal ***business*** need. 19. ***Terms*** means provisions, limitations, exclusions, definitions and conditions of ***your*** policy. 20. ***Unmanned aircraft*** means an aircraft that is not: a. Designed; b. Manufactured; or c. Modified after manufacture; to be operated with a human pilot aboard. ***Unmanned aircraft*** include aircraft commonly referred to as drones.	23. Temporary worker- New. Definition added to provide meaning to the use of the word that always existed in the employee definition as an undefined term. 24. Unmanned aircraft- New. Added for the new Unmanned Aircraft exclusion.	23. Clarification 24. Clarification
26. ***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; c. written warranties or representations made at any time regarding quality, fitness, durability or performance of any of the foregoing; and d. the provision of or failure to provide instructions and/or warnings.	21. ***Work*** includes materials, parts and equipment supplied for such work or operations.	25. Work – Renamed and rewritten from "your work" since the OCP's intent is protection against the "contractor's" actions rather than "your" actions. In addition,	25. Clarification
B. PRINCIPAL COVERAGES **Coverage L-*Bodily Injury* and/or *Property Damage*.** We provide ***bodily injury*** and/or ***property damage*** coverage 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*** and/or ***property damage*** must be caused by an ***occurrence***. The ***occurrence*** must take place in the ***coverage territory*** during the policy period. **WHAT *WE* PAY FOR-COVERAGE L** ***We*** pay, up to ***our*** limit of liability, all sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** and/or ***property damage*** caused by an ***occurrence*** to which this coverage applies and arising out of (1) operations performed for the ***named insured*** by the ***contractor*** designated in the	**B. PRINCIPAL COVERAGES** **COVERAGE L-*BODILY INJURY* AND *PROPERTY DAMAGE*** 1. **WHAT *WE* PAY FOR** ***We*** pay those sums when the ***insured*** is legally obligated to pay damages because of ***bodily injury*** or ***property damage*** to which this coverage applies. ***We*** have the right and duty to defend the ***insured*** against any ***suit*** seeking such damages, even if any of the allegations of the ***suit*** are groundless, false or fraudulent, provided the ***suit*** originates from ***bodily injury*** or ***property damage*** not otherwise excluded. ***We***	1. The first paragraph now makes references to the limits of liability described in How Much We Pay For Loss Or Claim as opposed to the old form that referenced limit of liability shown in the Declarations, Supplemental Declarations and endorsements. There is no change in how the limits are provided.	1. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
declarations at the location designated; or (2) acts or omissions of the ***named insured*** in connection with his/her general supervision of such operations. ***We*** will not accept any 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 the ***insured*** against any ***suit*** seeking covered damages even if any of the allegations of the ***suit*** are groundless, false or fraudulent, provided the ***suit*** originated from ***bodily injury*** and/or ***property damage*** not otherwise excluded. ***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 judgment or settlement, an amount equal to ***our*** limit of liability. Coverage L applies to: 1. ***Bodily injury*** including covered damages claimed by any person or organization for care, loss of services or death resulting at any time from the ***bodily injury***. 2. ***Property damage*** including 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.	may make, at ***our*** option, any investigation and settle any claim or ***suit*** that ***we*** decide is appropriate. However, the amount ***we*** pay for damages will be limited as described in the How Much ***We*** Pay For Loss Or Claim section. ***We*** are not obligated to provide a defense, after ***we*** have paid, either by judgment or settlement, an amount equal to ***our*** limit of liability. No other obligations or liability to pay sums, or to perform acts or services is covered, unless specifically provided for in the Supplementary Payments. a. Coverage L-***Bodily Injury*** And ***Property Damage*** applies only if: 1) ***Bodily injury*** or ***property damage*** is caused by an ***occurrence*** during the policy period and must result from: a) Operations performed for ***you*** by the ***contractor*** at the location of covered operations shown in the Declarations; or b) ***Your*** acts or omissions in connection with the general supervision of such operations; and 2) No ***authorized representative*** had knowledge prior to the inception of the policy period that the ***bodily injury*** or ***property damage*** occurred. If an ***authorized representative*** possessed such knowledge prior to the inception of the policy period, then any continuation, resumption or change of the ***bodily injury*** or ***property damage*** will be deemed to have been known prior to the policy period. b. ***Bodily injury*** or ***property damage*** which occurs during the policy period includes any continuation, resumption or change of that ***bodily injury*** or ***property damage*** after the end of the policy period, provided that no ***authorized representative*** had knowledge prior to the inception of the policy period that the ***bodily injury*** or ***property damage*** occurred. c. ***Bodily injury*** or ***property damage*** will be deemed to have been known to occur at the earliest time when any ***authorized representative***: 1) Makes a report of all or part of the ***bodily injury*** or ***property damage*** to ***us*** or any other insurer; 2) Receives a verbal or written demand or claim for damages resulting from ***bodily injury*** or ***property damage***; or	2. Subparagraph 2 of the old form was removed as the information is in the definition for Property Damage. 3. Part 1.a.2) is new and explains what happens in the event the injury took place prior to the policy period. 4. Part 1.b. is new and explains what happens in the event the injury took place during the policy period that continues after the end of the policy period. 5. Part 1.c. is new and explains when the injury is deemed to have been known to occur.	2. Clarification 3. Clarification 4. Clarification 5. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
	3) Becomes aware by any means that ***bodily injury*** or ***property damage*** has occurred or begun to occur. d. Damages resulting from ***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***.	6. Part 1.d. is similar to the old subparagraph 1.	6. Clarification
D. EXCLUSIONS Exclusions that apply to ***Bodily Injury*** and/or ***Property Damage***: ***We*** do not pay for loss resulting directly or indirectly from the following exclusions, unless specific coverage is added to ***your*** policy. ***WE* DO NOT PAY FOR**	2. **WHAT *WE* DO NOT PAY FOR** These exclusions apply to Coverage L-***Bodily Injury*** And ***Property Damage***. ***We*** do not pay for: a. **Access Or Disclosure**-Damages arising out of: 1) Access to or disclosure of confidential, personal or ***business*** information, including but not limited to, patents, trade secrets, processing and manufacturing methods, client details, financial data, credit card data, health data or any nonpublic information; or 2) Damage or corruption of ***electronic data*** including loss of use, access, control or manipulation. This exclusion also applies for any costs and expenses claimed or incurred as a result of 1) or 2) above.	1. Access or Disclosure – New	1. Restriction
4. ***Bodily injury*** and/or ***property damage*** arising out of ***your*** or ***your*** employee's acts or omissions other than general supervision of ***work*** performed for ***you*** by the ***contractor***;	b. **Acts Or Omissions**-***Bodily injury*** or ***property damage*** arising out of ***your***, or ***your employee's***, acts or omissions, other than general supervision of ***work*** performed for ***you*** by the ***contractor***.		
3. ***Bodily injury*** and/or ***property damage*** occurring after the earliest of the following times: a. when all ***work*** on the project (other than service, maintenance or repairs) to be performed for ***you*** by the ***contractor*** at the site of the covered operations has been completed; or b. when that portion of the designated ***contractor's work*** out of which the injury or damage arises has been put to its intended use by any person or organization. But this exclusion DOES NOT APPLY to any ***contractor*** or subcontractor working directly or indirectly for the ***contractor*** or as part of the same project;	c. **Completed *Work*-*Bodily injury*** or ***property damage*** occurring after the earliest of the following times: 1) When all ***work*** on the project to be performed for ***you*** by the ***contractor*** at the location of the covered operations has been completed, other than service, maintenance or repairs; or 2) When that portion of the ***contractor's work***, out of which the ***bodily injury*** or ***property damage*** arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the ***contractor*** or as part of the same project.		
2. Liability assumed by the ***insured*** under any contract or agreement except an ***insured contract***;	d. **Contractual Liability**-***Bodily injury*** or ***property damage*** arising out of liability assumed by the ***insured*** under any contract or agreement except an ***insured contract***.	2. Contractual Liability- Exception added in last paragraph that gives back coverage in the absence of a contract or agreement.	2. Broaden

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
12. ***Bodily injury*** and/or ***property damage***: a. resulting directly or indirectly from the transmission of a communicable disease by an ***insured*** or ***employees*** of an ***insured***; b. 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***; or c. arising directly or indirectly out of instances, ***occurrences*** or allegations of criminal activity by an ***insured*** or by ***employees*** of an ***insured***;	This exclusion does not apply to liability for damages that the ***insured*** would have in the absence of the contract or agreement. e. **Criminal Activity**-***Bodily injury*** or ***property damage*** arising directly or indirectly out of instances, ***occurrences*** or allegations of criminal activity by an ***insured***, at the direction of an ***insured***, or by an ***employee*** of an ***insured***. f. **Discrimination**-***Bodily injury*** resulting from the actual or alleged discrimination of any person based on age, color, creed, ethnicity, gender, physical or mental disability or infirmity, race, religious preference, sexual orientation or other similar discrimination. g. **Employer's Liability**-***Bodily injury*** to: 1) Any ***employee*** of the ***insured*** arising out of and in the course of their employment by the ***insured***; 2) Any ***employee*** of the ***insured*** arising out of and in the course of performing duties related to the conduct of the ***insured's business***; or 3) A spouse, child, parent, or sibling of such ***employee*** as a consequence of 1) or 2) above. This exclusion applies to all claims and ***suits*** by any person or organization for damages whether the ***insured*** may be liable as an employer or in any other capacity because of ***bodily injury***, including damages for care and loss of services, and to any obligation of the ***insured*** to indemnify or contribute with another because of damages arising out of such injury. This exclusion does not apply to liability assumed by the ***insured*** under an ***insured contract***. h. **Employment Practices**- 1) ***Bodily injury*** to a person arising out of any actual, alleged or threatened: a) Refusal to employ such person; b) Termination of employment of such person; or c) Policies, practices, acts or omissions in the workplace including, but not limited to, coercion, defamation, demotion, evaluation, discipline, harassment, humiliation, intimidation, interference with contract or pension rights, forced transfer, reassignment or reprisal,	3a. Criminal Activity- The old Exclusion 12.c. became the new exclusion e. 3b. The old 12.a communicable disease exclusion has been moved to form LS-139 (4/20) per DFS request. 3c. 12.b has been removed. 4. Discrimination- New exclusion to the LS-1. Language was taken from form LS-88 (9/02) R2002005316. LS-88 is a form that was added to polices at no charge. 5. Employer's Liability- Was the old exclusion 9. 5a. Part 2) is new. 5b. The last paragraph incorporates the old 9c. 6. Employment Practices- New exclusion. Language from part 1) was taken from form LS-93 (9/02) R2002005316. LS-93 is a form that was added to polices at no charge. Part 2) is more detailed language derived from the bottom paragraph of LS-93 that excluded consequential loss to associated parties.	3a. Clarification 3b. Clarification 3c. Broaden 4. Clarification 5a. Restriction 5b. Clarification 6. Clarification
9. ***Bodily injury***: a. 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; b. sustained by a spouse, child, parent, or sibling 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 c. resulting from 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 ***bodily injury*** including damages for care and loss of services. This exclusion DOES NOT APPLY to liability assumed by the ***insured*** under an ***insured contract***;			

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
	discrimination or malicious prosecution related to the employment of such person. 2) ***Bodily injury*** sustained by a spouse, child, parent, or sibling of such person as a consequence of ***bodily injury*** which occurred as described in 1) above. This exclusion applies: a) Whether the ***bodily injury*** described in 1) above is alleged to have occurred before employment, during employment or after employment ceases of such person; or b) When the ***insured*** may be liable as an employer or in any other capacity because of ***bodily injury***, including damages for care and loss of services, and to any obligation of the ***insured*** to indemnify or contribute with another because of damages arising out of such injury.		
1. ***Bodily injury*** and/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;	i. **Expected Or Intended Injury**-***Bodily injury*** or ***property damage***: 1) Expected, directed or intended from the standpoint of the ***insured***; or 2) Resulting from intentional and malicious acts of the ***insured***. This exclusion does not apply to ***bodily injury*** resulting from the use of reasonable force to protect persons or property.	7. Expected Or Intended - Was the old exclusion 1. Part 2) was added to provide clarity to the exclusion and the exception to the exclusion.	7. Clarification
11. ***Property damage*** to ***impaired property*** or tangible property that has not been physically injured, resulting from: a. a defect, deficiency, inadequacy or dangerous condition in ***work*** performed for ***you*** by the ***contractor***; or b. 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 resulting from sudden and accidental physical injury to ***work*** performed for ***you*** by the ***contractor***;	j. ***Impaired Property***-***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 of any contract or agreement by ***you*** or anyone acting on behalf of ***you***; 2) The failure of ***work*** performed for ***you*** by the ***contractor*** to meet the level of performance, quality, fitness or durability warranted or represented by ***you***; or 3) A production deficiency resulting in inadequacies or defects in ***work*** performed for ***you*** by the ***contractor***. 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, ***work*** performed for ***you*** by the ***contractor***.	8. Impaired Property- Was the old exclusion 11. Small change in bottom paragraph. Used to say "loss of other tangible property" now says "loss of use of other tangible property"	8. Clarification
	k. ***Mobile Equipment***-***Bodily injury*** or ***property***	9. Mobile Equipment – Part 5b. of	9. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
5. ***Bodily injury*** and/or ***property damage*** arising out of: a. 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 b. the operation or use of any snowmobile or trailer designed for use with a snowmobile;	***damage*** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***mobile equipment*** while being used in any prearranged or organized racing, speed, demolition contest, stunting activity, or in practice or preparation for any such contest or activity.	the old form was removed as snowmobiles and their trailers would be considered "automobiles" as defined by this policy which are not covered.	
6. ***Bodily injury*** and/or ***property damage*** included within the ***pollution*** definition. ***We*** do not pay for any loss, cost or expense resulting from any request or demand that a ***named insured*** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants or any defense and/or indemnity of any ***suit*** or other action resulting from such pollution. This exclusion does not apply to ***bodily injury*** and/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;	l. **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 currently or previously owned by, rented to, loaned to or occupied by, an ***insured***. However, this does not apply to: (1) ***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 its intended confines; or (2) ***Bodily injury*** sustained within a building caused by the release or escape of smoke, soot, vapor or fumes from faulty operation of equipment used in: i. Heating, cooling or dehumidifying such building; or ii. Providing domestic hot water for the personal use of the occupants and guests in such building; b) At or from any premises, site or location currently or previously used by or for an ***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 an ***insured*** or any person or organization for whom ***you*** may be legally responsible; or	10. Pollution - This exclusion has been rewritten to remove the definition of "pollution" from the old form and incorporate that language into the exclusion. 10a. Part 1) comes from the old definition 18 and Part 1)a) comes from definition 18.a. 10b. The exception to 1)a) starting with "However" comes from the old exclusion 6. The second paragraph of Exclusion 5. became 1)a)(1) 10c. Part 1)a) (2). is a new exception. 10d. Parts 1)b), c) and d) were derived from the previous form's definition 18.b., c. and d. respectively.	10. Clarification 10a. Clarification 10b. Clarification 10c. Broaden 10d. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
	d) At or from any premises, site or location on which an ***insured***, or any contractors or subcontractors working directly or indirectly for an ***insured*** and who are performing operations if the:		
	(1) ***Pollutants*** are brought on or to such premises, site or location by such ***insured***, contractors or subcontractors in connection with such operations. However, this does not apply to ***bodily injury*** or ***property damage***:	10e. Part d)(1) came from the previous form's definition 18.d.1)	10e. Clarification
	(a) 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 its intended confines; or	10f. Part d)(1)(a) came from the previous form's first paragraph	10f. Clarification
	(b) Arising out of the accidental escape of fuels, lubricants or other operating fluids from their intended confines within ***mobile equipment*** operated on such premises, site or location. This exception only applies provided that such fuels, lubricants or other operating fluids were not intentionally discharged in any manner for any reason; or	10g. Part d)(1)(b) is a new exception	10g. Broaden
	(2) Operations are to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of ***pollutants***.	10h. Part d)(2) came from the previous form's definition 18.d.2)	10h. Clarification
	2) Any loss, cost or expense arising out of any:		
	a) Request, demand or order; or federal, state, or local statute, ordinance or regulation; that an ***insured*** or others	10i. Part 2)a) and b) were derived from the second sentence of the previous form's exclusion 5. In	10i. Restriction

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
	test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of ***pollutants***; or b) Claim or ***suit*** by or on behalf of a governmental authority for damages because of a requirement to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or respond or assess in any manner the consequences of ***pollutants***.	a) language was added regarding federal, state or local statute, ordinance or regulation. In b) language was added regarding governmental authorities.	
	However, this does not apply to liability for damages resulting from ***property damage*** for which the ***insured*** would have been liable in the absence of any such request or demand, or claim or ***suit***, on behalf of a governmental authority.	10j. The exception to 2) is new	10j. Broaden
14. ***Bodily injury*** and/or ***property damage*** resulting from an ***occurrence*** of loss or damage discovered prior to the inception of this policy; and	m. **Prior Loss-*Bodily injury*** or ***property damage*** resulting from an ***occurrence*** of loss or damage discovered prior to the inception of this policy.		
10. ***Property damage*** to: a. properly ***you*** own, rent or occupy including costs ***you*** incur to remediate, replace or restore such property. This includes expenses you incur in an effort to avoid injury or to mitigate damage to property of others. b. property loaned to ***you*** and property in ***your*** care, custody or control; c. the parts of real property on which ***you***, or contractors working on ***your*** behalf, are conducting on-going operations and such ***property damage*** results from those operations; and d. ***work*** performed for ***you*** by the ***contractor***;	n. ***Property Damage-Property damage*** to: 1) Property ***you*** own, rent, or occupy including costs ***you*** or any person or organization incur to remediate, replace or restore such property. This includes expenses ***you*** incur in efforts to avoid injury or to mitigate damage to the property of others; 2) Property loaned to ***you*** or property in ***your*** care, custody or control; or 3) ***Work*** performed for ***you*** by the ***contractor***.	11. Property Damage – Language matches up with the old exclusion 10. in n.1. "or any person or organization" was added.	11. Restriction
15. Punitive damages, exemplary damages or damages other than compensatory damages.	o. **Punitive Or Exemplary Damages**-Punitive damages, exemplary damages or damages other than compensatory damages.		
	p. ***Unmanned Aircraft-Bodily injury*** or ***property damage*** arising out of the ownership, maintenance, operation, use, entrusting, loading or unloading of any ***unmanned aircraft***. This exclusion applies even if the claims against an ***insured*** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of other persons by an ***insured***.	12. Unmanned Aircraft – New exclusion to address the more recent exposure of unmanned aircraft aka drones that did exist when the previous form was written.	12. Clarification
7. ***Bodily injury*** and/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;	q. **War And Military Action-*Bodily injury*** or ***property damage*** arising out of war, including undeclared war or civil war. War and military action also means warlike acts by a military force or military personnel in hindering or defending against an actual or expected attack by any	13. War And Military Action-More details provided regarding what constitutes war and military action. Language was derived from the War And Military exclusion in form SF-3 (9/16) R2016003197.	13. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
	government, sovereign or other authority using military personnel or other agents. War and military action also includes insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.		
8. Any obligation of the ***insured*** under a workers' compensation, unemployment compensation or disability benefits law, or under any similar law;	r. **Workers' Compensation**-Any obligation of the ***insured*** under a workers' compensation, unemployment compensation or disability benefits law, or under any similar law.		
13. 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: a. ***your*** product; b. ***your work***; or c. ***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.		14. Exclusion 13 from the old form has been eliminated.	14. Broaden
C. SUPPLEMENTARY PAYMENTS These Supplementary Payments are subject to the ***terms*** of the Principal Coverages and they do not increase the limit of liability stated for the 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/or ***property damage*** liability coverage: a. costs charged to the ***insured***; b. expenses incurred by ***us***; c. proven 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 liability, ***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. premium 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. premium 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	**C. SUPPLEMENTARY PAYMENTS** Supplementary Payments are in addition to the limits of liability. 1. **Claims And Defense Expense Coverage-*We*** pay the following in connection with a claim ***we*** investigate or settle, or a ***suit*** defended by ***us***: a. Court costs charged against the ***insured***, not including attorney fees and expenses; b. Expenses incurred by ***us***; c. Proven loss of earnings by the ***insured***, up to $250 per day, for time away from work at ***our*** request; d. Other necessary expenses incurred at ***our*** request; e. Prejudgment interest awarded against the ***insured*** on that part of the judgment ***we*** pay. If ***we*** make an offer to pay the applicable limit of liability, ***we*** will not pay any prejudgment interest based on that period of time after the offer; f. All interest on the full amount of a judgment accruing after entry of a judgment and before ***we*** offer to pay, deposit in court or pay that portion of the judgment that is within the applicable limit of liability; g. Premiums on appeal bonds or attachment bonds up to ***our*** limit of liability. ***We*** are not required to apply for or furnish any bonds; h. Premiums up to $500 per bail bond required of	1. 1.c., increased from $100 per day to $250 per day. 2. Added clarifying language to g. and h. to indicate insurer is not required to apply for or furnish any bond.	1. Clarification 2. Clarification

Old Language LS-8 (9/02)	New Language LS-8 (4/20)	Explanation of Proposed Changes	Impact
insurance 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 insurance applies.	any ***insured*** because of an accident or traffic law violation arising out of the use of any vehicle to which this insurance applies. ***We*** are not required to apply for or furnish any bonds; and i. Expenses incurred by the ***insured*** for first aid to others at the time of an accident for ***bodily injury*** to which this insurance applies.		
ORDERLY TRANSFER OF DUTIES 1. 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. 2. ***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. 3. 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. 4. The first ***named insured*** is obliged to reimburse ***our*** expenses incurred in continuing the defense during the transition period referred to in 2. above. Reimbursement will be payable for all expenses ***we*** incur after providing the written notice referred to in 1. above. 5. 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 1. through 4. above.	**D. ORDERLY TRANSFER OF DUTIES** 1. If ***we*** determine covered claims or ***suits*** which have been reported to ***us*** may use up a limit of liability shown in the Declarations in the payment of settlement or judgments, ***we*** will notify the first named ***insured*** in writing, as soon as is practicable, of this circumstance. 2. When a limit of liability referred to in 1. above has been used up in the payment of settlement or judgments: a. As soon as practicable, ***we*** will notify the first named ***insured*** in writing that the applicable limit of liability has been used up and that ***our*** duty to defend ***suits*** subject to that limit has terminated. b. ***We*** will: 1) Initiate and cooperate in the orderly transfer of control to any appropriate ***insured***, of any and all claims or ***suits*** seeking damages subject to that limit of liability, and which are reported to ***us*** before the applicable limit is used up. That ***insured*** must cooperate in the transfer of these claims or ***suits***; 2) Take such steps as ***we*** deem necessary to avoid default in, or to continue the defense of, such claims or ***suits*** until the transfer is completed, only if the appropriate ***insured*** cooperates with ***us*** to complete the transfer; and 3) Take no action to defend any claims or ***suits*** subject to those limits of liability which have been used up. c. The first named ***insured*** and any other ***insured*** involved in a ***suit*** that is seeking damages subject to that limit, must take control of the defense of the ***suit***, at their expense, within an agreed upon time between the appropriate ***insured*** and ***us***, or as soon as practicable in the absence of any agreement. 3. The first named ***insured*** is obliged to reimburse expenses incurred by ***us*** during the transfer of claims or ***suits*** as described in 2.b. above. The obligation of the	1. Introductory language added for clarification. 2. b. 1) is the first sentence of 2. on the previous edition of the form; 2. b. 2) is the second sentence on the 2. of the previous edition of the form; 2. b. 3) is the third sentence on the previous edition of the form. 2.c. is No. 3 is the previous edition of the form. 2. No. 3 is No. 4 on the previous edition of the form. Language was revised to be more specific	1. Clarification 2. Clarification

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	first named ***insured*** to reimburse ***our*** expenses will begin on: a. The date on which the applicable limit of liability is used up, if ***we*** sent the written notice as described in 1. above; or b. The date on which ***we*** sent the written notice as described in 2.a. above, if ***we*** did not send the written notice as described in 1. above.	for clarity	
	4. The exhaustion of any 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 1., 2. or 3. above.	3. No 4 is No. 5 on the previous edition of the form.	3. Clarification
F. HOW MUCH *WE* PAY FOR LOSS OR CLAIM For the purpose of determining ***our*** limit of liability, all ***bodily injury*** and/or ***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*** and/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 Coverage L for all ***bodily injury*** and/or ***property damage*** arising out of a single ***occurrence***. 3. 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). 4. These agreements are extended to include an increase in the aggregate limit of liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late non-renewal notice or other reason. 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*** and/or ***Property damage***. 5. The aggregate limit of liability applies separately to each consecutive 12-month period beginning with the inception	**E. HOW MUCH *WE* PAY FOR LOSS OR CLAIM** Some coverages may not apply unless added by endorsement to ***your*** policy. Settlement of liability losses covered by this policy will be made in accordance with the following provisions: 1. The limits of liability stated in the Declarations or attached endorsements, and the conditions set forth below, fix the maximum amounts ***we*** pay for loss regardless of the number of: a. ***Insureds***; b. Claimants; c. Persons or organizations who sustain injury or damage; d. Claims made or ***suits*** brought; or e. Policies involved. 2. The Coverage L aggregate limit of liability is the most ***we*** pay for damages during a policy period for Coverage L-***Bodily Injury*** And ***Property Damage***. If more than one project is shown in the Declarations, the Coverage L aggregate limit of liability will apply separately to each project. 3. The Coverage L each ***occurrence*** limit of liability, subject to 2. above, is the most ***we*** pay for damages under Coverage L-***Bodily Injury*** And ***Property Damage*** arising out of a single ***occurrence***. 4. The policy period shown in the Declarations or other endorsements added to this policy may be for a one-year period 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. 5. The provisions of this section are extended to include an increase in the Coverage L aggregate limit of	1. Added b. Claimants and e. policies involved for clarification. 2. Was part of No. 4 on previous edition of policy form. 3. Was No. 2 previous edition of policy form. 4. Was No. 3 on previous edition of policy form. 5. Was the first sentence of No. 4 on previous edition of policy form.	1. Clarification 2. Clarification 3. Clarification 4. Clarification 5. Clarification

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date of the Owners' And Contractors' Protective Liability Insurance coverage shown on the Declarations page, the Supplemental Declarations page or attached endorsements. It also applies separately to any remaining policy period of less than 12 months, unless the Owners' And Contractors Protective Liability Insurance 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. 6. If Premises Medical Payments, Fire Legal Liability, ***Products/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 Supplemental Declarations page. 7. Insurance Under More Than One Policy: a. insurance under this Owners' And Contractors' Protective Liability Insurance coverage is primary except as provided under paragraph 7c. below, or unless otherwise stated in the policy. The amount of ***our*** liability is not reduced because of other insurance which applies to the loss on an excess 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 of liability in full. 2) if the other insurance does not provide for contribution by equal shares, ***we*** will pay that proportion of the loss to which an applicable limit of liability under this policy bears to the total applicable limit for all insurance covering the loss. c. insurance under this Owners' And Contractors' Protective Liability Insurance 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	liability in proportion to any policy extension whether required by the issuance of a late or incomplete conditional renewal notice, late nonrenewal notice or other reason. 6. The Coverage L aggregate limit of liability applies separately to each consecutive one-year period beginning with the inception date of the General Liability Coverage shown in the Declarations or attached endorsements. The Coverage L aggregate limit of liability applies separately to any remaining policy period of less than twelve 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. 7. Insurance Under More Than One Policy- a. Insurance under this General Liability Coverage is primary and ***we*** will not seek contribution from any other insurance available to ***you*** except as provided in b. below, or unless otherwise stated. The amount of ***our*** liability does not change unless any other available insurance for the covered loss is also primary. b. If there is other insurance provided by a contractor other than the ***contractor*** for the same project and location of covered operations shown in the Declarations, ***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 of liability in full. 2) If the other insurance does not provide for contribution by equal shares, ***we*** will pay, up to ***our*** limit of liability, that proportion of the loss to which ***our*** applicable limit under this General Liability Coverage bears to the total applicable limit for all insurance covering the loss.	6. Was derived from 5. of the previous form. 7. Section 6. in the old form containing specific references to coverages not in this policy form was removed. The only reference to other endorsements is in new section 4. 8. Insurance Under More Than One Policy – All references to this policy being excess insurance has been removed.	6. Clarification 7. Clarification 8. Clarification

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b) fire insurance for 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 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 that does not specifically apply in excess of the limits of insurance shown on the Declarations page, the Supplemental Declarations page or attached endorsements of this Owners' And Contractors' Protective Liability Insurance coverage.			
G. PAYMENT OF LOSS OR CLAIM Any person, who has secured a judgment against an ***insured*** for a covered loss or has liability 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.	**F. PAYMENT OF LOSS OR CLAIM** A person who makes a claim is entitled to recover under this policy, to the extent of the coverage provided if: 1. Such person has secured a judgment against the ***insured***; or 2. Liability has been established by a written agreement between such person and ***us***.	1. Reworded for clarification	1. Clarification
E. WHAT *YOU* MUST DO IN CASE OF LOSS 1. **Notice**. a. In case of an ***occurrence*** 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, policy number and the time, place and circumstances of the ***occurrence***; and 2) names and addresses of any potential claimants and witnesses.	**G. WHAT *YOU* MUST DO IN CASE OF LOSS** 1. **Notice**-In the event of an ***occurrence*** that might result in a claim under this policy, ***you*** must give ***us*** or ***our*** agent notice, in writing if requested, as soon as practicable including: a. ***Your*** name and policy number; b. The time, date, place and circumstances of the ***occurrence***; and c. Names and addresses of any potential claimants and witnesses. Failure to give any notice required to be given by this liability policy within the time prescribed will not invalidate any claim made by the ***insured***, injured person or any other claimant, unless the failure to provide timely notice has prejudiced ***us***, except when	1. Last paragraph in section 1. added to reflect a statutory requirement previously included by adding an endorsement NY-STAT-1 ed. 11/08 approved	1. Clarification

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	it will be shown not to have been reasonably possible to give such notice within the prescribed time, and that notice was given as soon as was reasonably possible thereafter. 2. **Document**-In the event a claim is made or ***suit*** is brought against an ***insured***, ***you*** must: a. Record all details of the claim or ***suit*** and the date received; b. Notify ***us*** or ***our*** agent as soon as practicable; and c. Send ***us*** or ***our*** agent written notice of the claim or ***suit*** as soon as practicable.	under R2008005070.	
2. **Cooperation**-***You*** must cooperate with ***us*** in performing all acts required by this policy. 4. **Additional Duties *Bodily Injury* and/or *Property Damage* Coverages**-In the event of an ***occurrence*** which might result in a claim for ***bodily injury*** and/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***; and b. at ***our*** request, assist in: l) 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.	3. **Cooperation**-***You*** and any ***insureds*** involved must: a. Immediately forward to ***us*** copies of all notices, demands or legal papers received in connection with a claim or ***suit***; b. Provide any needed authorizations for ***us*** to obtain documentary evidence, records and other investigative information; and c. Cooperate with ***us*** in the investigation or conduct of the claim or defense of a ***suit***, including but not limited to: 1) Making settlements; 2) Securing and giving evidence; 3) Attending depositions, hearings and trials; 4) Obtaining the attendance of witnesses; and 5) Enforcing any right of contribution or indemnification against any party who may be liable to the ***insured*** for the injury or damage.	2. Modernized and updated for clarification and includes concepts from the old form's section 4. Additional Duties.	2. Clarification
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. **Volunteer Payments**-Without ***our*** consent, no ***insured*** will, except at their 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. Reworded to include any insured.	
5. **Medical Reports; Proof and Payment of Claim**. As soon as practicable, the injured person or someone on his/her behalf shall give to ***us*** written proof of claim, under oath if required, and shall, after each request from ***us***, execute authorization to enable ***us*** to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by ***us*** when and as often as ***we*** may reasonably require. ***We*** may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable for such injury. Payment shall not constitute an admission of liability by any person or by ***us***.		5. Section 5. in the old form was removed.	

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H. 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 the 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 policy is a ***renewal***, no notice of cancellation shall become effective until fifteen days after notice is delivered or mailed to the	**H. 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.	1.Statutory cancellation and nonrenewal provisions removed are now contained in NY Commercial Lines Cancellation and Nonrenewal Policy Conditions Form URB-COMM-CANC Ed. 9/16 mandatory form approved under R2016003197.	1. Clarification

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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 or danger that the ***insured*** will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds, provided, however, that:			

1) 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 3) of this subparagraph h); and
2) notice of cancellation on this ground shall be provided simultaneously by the insurer to the Insurance Department; and
3) upon written request of the ***insured*** made to the department within ten days from the ***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 the applicable law.

d. ***We*** refund the premium of 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 first ***named insured*** that he/she is entitled to loss information upon written request.
g. **Conditional Reinstatement**-If ***we*** issue a cancellation notice because ***you*** didn't pay the required premium when due and ***you*** then tender payment by check, draft or other remittance which is not honored on presentation, ***your*** policy will terminate on the date and time shown on the cancellation notice and notice ***we*** issue which waives the cancellation or reinstates the policy is void. This means ***we*** will not be liable under

this policy for claims or damages after the date and time indicated on the cancellation notice. ***We*** will give ***you*** notice of the dishonor of ***your*** remittance as soon as practicable but this shall not interrupt the cancellation of this policy.

3. ***Renewal*/Nonrenewal**:
   a. **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***.
      1) Such notice must:
         a) be given at least sixty but not more than one hundred twenty days in advance of the end of the ***required policy period***;
         b) state ***our*** specific reason(s) for nonrenewal;
         c) 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;
         d) loss notice-The company must advise the first ***named insured*** that he/she is entitled to loss information upon written request; and
         e) 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.
      2) Prior to the expiration date of this policy, in the event that a later nonrenewal notice is provided by the insurer, the coverage under this policy shall remain in effect:
         a) at the same ***terms*** and conditions contained in the expiring policy; and
         b) 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.
      3) 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:
         a) on the same ***terms*** and conditions of the expiring policy;
         b) for another ***required policy period***; and
         c) 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 inadvertence or clerical mistake, then the rate 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.

4) 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.

5) 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.

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

1) This notice must:

a) 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***;

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

c) set forth the amount of any premium change if the increase 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;

d) 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;

e) 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

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

2) 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:
   a) the same ***terms*** and conditions of the expiring policy; and
   b) 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.
3) 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:
   a) remains in effect for an additional ***required policy period***;
   b) remains at the same ***terms*** and conditions as the expiring policy; and
   c) 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.
4) 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 annual

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aggregate shall become effective as of the inception date of the ***renewal***.

c. **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 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

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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. d. **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: 1) 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; 2) 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; and 3) 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 be valid.	2. **Change, Modification Or Waiver Of Policy *Terms***-Only ***you*** and the ***contractor*** are authorized to request a waiver or change to any ***terms*** of this policy. A waiver or change of any ***terms*** of this policy must be issued by ***us*** in a written endorsement to be valid. ***Our*** request for an examination under oath does not waive any of ***our*** rights. If ***we*** adopt any revision of forms or endorsements during a policy period which would broaden coverage under this policy without additional premium, the broadened coverage will automatically apply to this policy. If this policy is issued on a continuous basis with no specified expiration date, ***we*** may substitute or add, upon any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with ***our*** manual rules in effect at the time.	2. Added only you and the contractor are authorized to request a waiver or change of any terms. 3. Added Our request for EUO does not waive our rights. 4. Added if we adopt any revision of forms or endorsements that would broaden coverage without additional premium, the broadened coverage will automatically apply. Incorporated from the previous No. 12 but with time limit removed.	2. Clarification 3. Clarification 4. Broaden
5. **Conformity with Statute**-***Terms*** of this policy, in conflict with the statutes of the state where the premises described	3. **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		

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in the Declarations are located, are amended to conform to such statues. 6. **Misrepresentation, Concealment or Fraud**-There is no coverage, whether before or after a loss: a) if an ***insured*** has willfully concealed or misrepresented: 1) any material fact or circumstance concerning this insurance; or 2) an ***insured's*** interest. b) there has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject of this insurance.	to conform to such statutes. 4. **Misrepresentation, Concealment Or Fraud**-The coverage contained in this policy is void if before or 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 herein; or b. There has been fraud or false swearing by an ***insured*** regarding any matter relating to this insurance or the subject thereof. However, no misrepresentation will be considered to be material unless ***our*** knowledge of the facts misrepresented would have caused ***us*** to refuse to issue the policy.	5. Last paragraph added to make clear no misrepresentation is considered material unless such knowledge would have caused insurer to refuse to issue the policy.	5. Clarification
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, healthful or 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, and may not be waived except in the following circumstances: 1) the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1500; 2) the policy requires notification to us with specific identification of any additional exposure units for which coverage is requested; 3) the policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying 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. If ***you*** fail to cooperate with ***us*** in ***our*** attempt to conduct such audit, including ***your*** failure to return any	5. **Inspection**-***We*** are permitted but not obligated to inspect the property and operations. ***Our*** inspection or any resulting advice or report does not warrant that the property or operations are safe or healthful or are in compliance with any law, rule or regulation. 6. **Books And Records**-***We*** may examine and audit ***your*** and the ***contractor'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.	6. Content of Inspection condition is the first paragraph of previous form's condition 7. 7. Books And Records- Came from the 2nd paragraph of condition 7. in the previous form. Added that we can examine the contractors books and records as well.	6. Clarification 7. Clarification

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questionnaires or self-audit worksheets, ***we*** shall non-renew ***your*** policy upon completion of the current policy term, in accordance with applicable insurance law, due to our inability to establish the proper premium for ***your*** account. 8. **Subrogation**: a. if ***we*** make a payment under this policy, ***we*** may require that the ***insured*** assign to ***us*** his/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 to recovery in writing before a loss occurs without voiding the coverage; and 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***.	7. **Subrogation**-If ***we*** make a payment under this policy, ***we*** will require that the ***insured*** assign to ***us*** their right of recovery against any person for the loss to the extent of the payment, or bring ***suit*** to help enforce those rights. The ***insured*** must do everything necessary to secure ***our*** rights and must do nothing after the loss to impair them.	8. Paragraphs b. and c. eliminated as more applicable to property policy.	8. Clarification
9. ***Suit*** **Against** ***Us***-No ***suit*** may be brought against ***us*** to recover amounts due for ***bodily injury*** and/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 against the ***insured***; 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.	8. ***Suit*** **Against** ***Us***- a. Except as provided in b. below, no person or organization has a right under this General Liability Coverage to: 1) Join ***us*** as a party or otherwise bring ***us*** into a ***suit*** seeking damages from an ***insured***; or 2) Sue ***us*** unless the ***terms*** of this General Liability Coverage have been fully complied with. A person or organization may sue ***us*** to recover a settlement agreed to by ***us*** or on a final judgment against an ***insured***. However, ***we*** will not be liable for damages that are not payable under this General Liability Coverage, or are in excess of the applicable limit of insurance. A settlement agreed to by ***us*** means a settlement and release of liability signed by ***us***, the ***insured*** and the claimant or their legal representative. b. With respect to all claims, except claims for ***property damage***, if ***we*** disclaim liability or deny coverage based upon the failure to provide timely notice, then the injured person or other claimant may bring an action directly against ***us***, in which the sole question is ***our*** disclaimer or denial based on the failure to provide timely notice, unless within sixty days following such disclaimer or denial, the ***insured*** or ***we***: 1) Initiate an action to declare the rights of the parties under the insurance policy; and	9a. Part 8.a. 1) and 2) modernized and updated, no substantive change. 9b. Part 8.b. integrated to reflect a statutory requirement previously included by adding an endorsement NY-STAT-1 ed. 11/08.	9a. Clarification 9b. Clarification

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	2) Name the injured person or other claimant as a party to the action.		
10. **Bankruptcy of an *Insured***-Bankruptcy or insolvency of any ***insured*** or his/her estate does not relieve ***us*** of any obligations under this policy.	9. **Bankruptcy Of An *Insured***-Bankruptcy or insolvency of an ***insured*** or their estate does not relieve ***us*** of any obligations under this policy.		
11. **Policy Period**-This policy applies only to ***bodily injury*** and/or ***property damage*** which occurs during the policy period.		10. Removed Policy Period otherwise referenced in policy.	10. Clarification
12. **Liberalization Clause**-If ***we*** change any form attached to ***your*** policy, ***you*** will benefit by any coverage that is broadened or extended. The liberalization clause does not apply if there is any additional premium for the broadened or extended coverage. This change must occur during the policy period or within 45 days prior to the effective date of coverage.		11. Liberalization Clause was integrated into Change, Modification or Waiver, see above.	11. Clarification
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 policy period, the earned premium shall be computed and upon notice to the ***named insured*** the earned premium shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, ***we*** shall return the unearned portion to the ***named insured***. The ***named insured*** shall maintain records of such information 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 request.	10. **Premium Audit**- a. All premiums for this insurance will be computed in accordance with ***our*** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance. The ***contractor*** is responsible for payment of all premiums and will be the payee for any return premiums paid by ***us***. b. Premium designated in this policy as provisional premium is a deposit premium only. An audit to determine final premium under which the provisional premium is based on an estimate of the exposure base will be conducted within one hundred eighty (180) days after expiration of ***your*** policy, and may not be waived except in the following circumstances: 1) The total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1,500; 2) The policy requires notification to ***us*** with specific identification of any additional exposure units for which coverage is requested; or 3) The policy is a commercial umbrella for which the rate or premium is determined by the application of a factor to the rate or premium of an auditable underlying policy. c. ***We*** will, as soon as practicable following an audit, refund or credit the ***contractor's*** account for any return premium due, or bill the ***contractor***, and make a good faith effort to collect any additional premium due ***us*** as a result of the audit. d. The ***contractor*** will maintain records of such information for premium computation and will	12. Premium Audit- Derived from previous form's 7. sections a., b. and c. and 13. Added last line of 10a. that the contractor is responsible for payment of all premium and will be the payee for a refund.	12. Clarification

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	send copies of such records to ***us*** at such times as ***we*** may request. e. If the ***contractor*** fails to cooperate with ***us*** in ***our*** attempt to conduct such audit, including failure to return any questionnaires or self-audit worksheets, ***we*** may nonrenew ***your*** policy upon completion of the current policy period, in accordance with applicable insurance law, due to ***our*** inability to establish the proper premium.		
14. **Financial Responsibility Laws**-When this policy is certified as proof of financial responsibility under the provisions of any motor vehicle financial responsibility law, the insurance afforded by this policy for ***bodily injury*** and/or ***property damage*** liability shall comply with the provisions of the law to the extent of the coverage and limits of liability required by the law. The ***insured*** agrees to reimburse ***us*** for any payment which ***we*** would not have been obligated to make under the policy except for the agreement contained in this paragraph.		13. Removed financial responsibility not applicable to this policy form.	13.Clarification
15. In accordance with the applicable Insurance Law and on ***your*** written request, ***we*** shall furnish ***you*** or ***your*** designated representative a copy of any written estimate(s) of damages to ***your*** real property. ***We*** are not obliged to furnish an estimate unless ***we*** prepared one or had one prepared. ***We*** will respond within thirty days after the request or preparation, whichever is later. ***We*** will show all real property deductions under consideration.		14. Removed not applicable to this policy form.	14. Clarification
	11. **Separation Of *Insureds***-This General Liability Coverage applies separately to each ***insured*** against whom a claim is made or ***suit*** is brought. This condition does not affect the limits of liability stated in How Much ***We*** Pay For Loss Or Claim.	15. Added section for clarification.	15. Clarification
	12. **Cancellation And Nonrenewal**-All rights and notification requirements provided to the first named ***insured*** in form URB-COMM-CANC are also applicable to the ***contractor***, except for the section titled By The First Named ***Insured***.	12. Section 12. added because parts of the cancellation provision will need to be altered to comply with this policy form.	12. Clarification.
I. NUCLEAR EXCLUSION 1. This policy does not apply: a. Under any Liability Coverage, to ***bodily injury*** and/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 Nuclear Energy Liability Insurance Association, The Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada or any of their	**I. NUCLEAR ENERGY LIABILITY EXCLUSION** 1. This policy does not apply under any: a. 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 Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability		

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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*** and/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 stored, transported or disposed of by or on behalf of an ***insured***; or 3) the ***bodily injury*** and/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	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. 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. Liability coverage, to ***bodily injury*** or ***property damage*** resulting from the ***hazardous properties*** of ***nuclear material***, if: 1) The ***nuclear material*** is: a) 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	1. Reference to Supplementary Payments removed.	1. Clarification

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Atomic Energy Act of 1954 or in any law amendatory thereof. d. ***Spent Fuel***-means any fuel element or fuel component. solid or liquid, which has been used or exposed to radiation in a ***nuclear reactor***. e. ***Waste***-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***-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***-includes all forms of radioactive contamination of property.	***property damage*** to such ***nuclear facility*** and any property at the ***nuclear facility***. 2. The following definitions apply only to the Nuclear Energy Liability Exclusion: a. ***Hazardous properties*** includes 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 amending law. d. ***Spent fuel*** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a ***nuclear reactor***. e. ***Waste*** 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		

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	such site and all premises used for such operations. g. ***Nuclear reactor*** 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*** includes all forms of radioactive contamination of property.		