

## COMMERCIAL LIABILITY COVERAGE (PREMISES ONLY -- LANDLORDS)

The following Table of Contents shows how this Commercial Liability Coverage is organized. It will help "you" locate particular sections of this form.

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Additional conditions that relate to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records also apply. These are shown separately.	

Endorsements and schedules may also apply. They are identified on the "declarations".

Refer to the Definitions for words that have special meanings. These words are shown in quotation marks or bold type.

### AGREEMENT

In return for "your" payment of the required premium, "we" provide the Commercial Liability Coverage described herein, subject to all the "terms".

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## DEFINITIONS

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1. The words "you" and "your" mean the person, persons, or organization named as the insured on the "declarations".
2. The words "we", "us", and "our" mean the company providing this Commercial Liability Coverage.
3. "Bodily injury" means bodily harm, sickness, or disease sustained by a person and includes required care and loss of services. "Bodily injury" includes death that results from bodily harm, sickness, or disease. "Bodily injury" does not include mental or emotional injury, suffering, or distress that does not result from a physical injury.
4. "Damages" means compensation in the form of money for a person who claims to have suffered an injury.
5. "Declarations" means all pages labeled "Declarations", "Supplemental Declarations", or "Schedules" which pertain to this Commercial Liability Coverage.
6. "Insured" -- If shown on the "declarations" as an Individual, "insured" means "you" and "your" spouse, but only with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it.

If shown on the "declarations" as a Partnership or a Joint Venture, "insured" means "you" and all "your" partners or members and their spouses, but only with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it.

If shown on the "declarations" as a Limited Liability Company, "insured" means "you" and all "your" members and managers, but

only while acting within the scope of their duties, with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it.

If shown on the "declarations" as an Organization (other than a Partnership, Joint Venture, or Limited Liability Company), "insured" means "you" and all of "your" executive officers and directors, but only while acting within the scope of their duties, with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it. This also includes "your" stockholders, but only for their liability as such.

"Insured" also includes the following, but only with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it:

- a. any person or organization, except "your" employees, while acting as "your" real estate manager;
- b. if "you" die during the policy period, "your" legal representative while acting within the scope of those duties as such with respect to an "insured premises", or a person who has custody of an "insured premises" with respect to liability arising out of the maintenance or use of that property until "your" legal representative is appointed. "Your" legal representative has all "your" rights and duties under this coverage;
- c. "your" employees, for acts within the scope of their employment by "you" (this does not include "your" managers if "you" are a limited liability company or "your" executive officers if "you" are an organization other than a limited liability company). None of these employees are "insureds" for:

- 1) "bodily injury" or "personal injury" to "you" or to a fellow employee; or
  - 2) "property damage" to property owned by, rented to, or loaned to "your" employees, any of "your" partners or members or their spouses (if "you" are a partnership or joint venture), or any of "your" members (if "you" are a limited liability company).
- d. any organization (other than a joint venture, partnership, or limited liability company) newly acquired or formed by "you", and in which "you" have a majority interest.
- Such an organization is not an "insured":
- 1) if there is other similar insurance available to it;
  - 2) after 90 days immediately following the acquisition or formation or the end of the policy period, whichever is earlier;
  - 3) for "bodily injury" or "property damage" that occurred prior to the acquisition or formation; or
  - 4) for "personal injury" arising out of an offense committed prior to the acquisition or formation.
- No person or organization is an "insured" with respect to the conduct of a current or past partnership, joint venture, or limited liability company that is not named on the "declarations" as an "insured".
7. "Insured premises" means a one- to four-family dwelling, including related private structures and grounds, that is shown on the "declarations" as a described location.
  8. "Limit" means the amount of coverage that applies.
  9. "Motorized vehicle" means a self-propelled land or amphibious vehicle regardless of method of surface contact.  
  
This does not include vehicles that are designed and used to assist the handicapped and not required to be licensed for road use.
  10. "Occurrence" means an accident and includes repeated exposure to similar conditions.
  11. "Personal injury" means injury (other than "bodily injury" or "property damage") arising out of one or more of the following offenses:
    - a. oral or written publication of material:
      - 1) that slanders or libels a person or organization;
      - 2) that disparages a person's or an organization's goods, products, or services; or
      - 3) that violates a person's right of privacy;
    - b. false arrest, detention, or imprisonment;
    - c. malicious prosecution; or
    - d. wrongful entry into, wrongful eviction from, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies. This offense must be committed by or on behalf of the owner, landlord, or lessor of the room, dwelling, or premises.
  12. "Pollutant" means:
    - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and

- b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.

13. "Property damage" means:

- a. physical injury or destruction of tangible property; or
- b. the loss of use of tangible property whether or not it is physically damaged. Loss of use is deemed to occur at the time of the "occurrence" that caused it.

14. "Terms" means all provisions, limitations, exclusions, conditions, "declarations", and definitions that apply to this Commercial Liability Coverage.

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## PRINCIPAL COVERAGES

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"We" provide insurance for the following coverages indicated by a specific "limit" or premium charge on the "declarations".

### COVERAGE L -- BODILY INJURY LIABILITY PROPERTY DAMAGE LIABILITY

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "bodily injury" or "property damage" to which this insurance applies. The "bodily injury" or "property damage" must be caused by an "occurrence" and arise out of the ownership, maintenance, or use of an "insured premises" or operations that are necessary or incidental to an "insured premises".

This coverage applies only to "bodily injury" or "property damage" which occurs during the policy period.

### COVERAGE M -- MEDICAL PAYMENTS

1. "We" pay the medical expenses defined below for "bodily injury" caused by an accident on an "insured premises".
2. "We" pay such expenses regardless of fault, but only if:
  - a. they arise out of an accident that occurred during the policy period; and
  - b. they are incurred and reported within one year of the accident.
3. Medical expenses means the reasonable and necessary expenses for:
  - a. medical, surgical, x-ray, and dental services, including prosthetic devices, hearing aids, prescription drugs, eye glasses, and contact lenses;
  - b. ambulance, hospital, professional nursing, and funeral services; and
  - c. first aid at the time of an accident.

### COVERAGE P -- PERSONAL INJURY LIABILITY

"We" pay all sums which an "insured" becomes legally obligated to pay as "damages" due to "personal injury" to which this insurance applies. The "personal injury" must arise out of an offense related to the ownership, maintenance, or use of an "insured premises" or operations that are necessary or incidental to an "insured premises". This does not include advertising, publishing, broadcasting, or telecasting done by "you" or on "your" behalf.

This coverage applies only to an offense of "personal injury" that is committed during the policy period.

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## SUPPLEMENTAL COVERAGES

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Subject to all the "terms" of the Principal Coverages, "we" provide the following supplemental coverages. They do not increase the "limits" stated for the Principal Coverages.

### INCIDENTAL CONTRACTUAL LIABILITY

1. "We" pay for "bodily injury" or "property damage" which is assumed by an "insured" under the following contracts or agreements, but only with respect to the ownership, maintenance, or use of an "insured premises" and operations that are necessary or incidental to it:
  - a. lease of premises;
  - b. easement or license agreement (this does not include an agreement in connection with any construction or demolition operation within 50 feet of a railroad);
  - c. promise to indemnify a municipality if required by an ordinance (this does not apply in connection with work done for the municipality); or
  - d. elevator maintenance agreement.
2. This coverage does not apply to that part of any contract or agreement that indemnifies any person or organization for damage by fire to premises rented or loaned to "you".

### INCIDENTAL VEHICLE COVERAGE

"We" pay for "bodily injury" or "property damage" arising out of:

1. the parking of a "motorized vehicle" on an "insured premises", if the "motorized vehicle" is not owned by or rented to or loaned to an "insured"; or
2. a "motorized vehicle" while it is used to service an "insured premises" and not subject to motor vehicle registration.

### DAMAGE TO PROPERTY OF OTHERS

1. Regardless of an "insured's" legal liability, "we" pay for "property damage" to personal property of others caused by an "insured" and arising out of the ownership, maintenance, or use of an "insured premises".
2. All of the exclusions otherwise applicable to "property damage" do not apply to this coverage. However, "we" do not pay for "property damage" to property:
  - a. owned by an "insured";
  - b. which is caused intentionally by an "insured";
  - c. resulting in whole or in part from the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of "motorized vehicles", aircraft, or watercraft. However, "we" do pay for "property damage" which results from the use of a "motorized vehicle" not subject to motor vehicle registration and not owned by an "insured", if the "motorized vehicle" is used only to service the premises.
3. Subject to the Each Occurrence Limit and the General Aggregate Limit, "our" "limit" for "property damage" under this Supplemental Coverage is \$500 for each "occurrence" unless a higher "limit" is shown on the "declarations".

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## DEFENSE COVERAGE

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Payments under this coverage are in addition to the "limits" for this Commercial Liability Coverage.

1. "We" have the right and duty to defend a suit seeking "damages" which may be covered under this Commercial Liability Coverage. "We" may make investigations and settle claims or suits "we" decide are appropriate.

Suit includes any alternative dispute resolution proceeding involving "bodily injury", "property damage", or "personal injury" to which:

- a. "you" must submit; or
  - b. "you" submit with "our" consent.
2. "We" do not have to provide defense after "we" have paid an amount equal to the "limit" as the result of:
    - a. a judgment; or
    - b. a written settlement agreed to by "us".
  3. If "we" defend a suit, "we" will pay:
    - a. the costs taxed to the "insured";
    - b. the expenses incurred by "us";
    - c. the actual loss of earnings by an "insured" for the time spent away from work at "our" request. "We" pay up to \$100 per day;
    - d. the necessary expenses incurred by an "insured" at "our" request;

- e. pre-judgment interest awarded against any "insured" on that part of the judgment "we" pay. If "we" offer to pay the "limit", "we" will not pay any pre-judgment interest based on that period of time after the offer;
- f. the interest which accrues beginning with entry of a judgment and ending when "we" tender, deposit in court, or pay up to "our" "limit"; and
- g. the cost of appeal bonds or bonds for the release of attachments up to "our" "limit". We are not required to apply for or furnish such bonds.

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## EXCLUSIONS

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"We" do not pay for "bodily injury", "property damage", or "personal injury" resulting from one or more of the following excluded "occurrences" or offenses. This applies regardless of other causes, "occurrences", or offenses that contribute to or aggravate the "bodily injury", "property damage", or "personal injury" whether such causes, "occurrences", or offenses act to produce the "bodily injury", "property damage", or "personal injury" before, at the same time as, or after the excluded "occurrence" or offense.

### EXCLUSIONS THAT APPLY TO BODILY INJURY, PROPERTY DAMAGE, AND/OR PERSONAL INJURY

1. "We" do not pay for "bodily injury" or "property damage":
  - a. which is expected by, directed by, or intended by the "insured"; or

- b. that is the result of intentional and malicious acts of the "insured".

This exclusion does not apply to "bodily injury" that arises out of the use of reasonable force to protect people or property.

- 2. "We" do not pay for "bodily injury", "property damage", or "personal injury" which is assumed by the "insured" under a contract or an agreement.

This exclusion does not apply to:

- a. liability that an "insured" would have had in the absence of the contract or agreement; or
- b. "bodily injury" or "property damage" covered under Incidental Contractual Liability Coverage, provided that the "bodily injury" or "property damage" occurs after the effective date of the contract or agreement.

- 3. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of the rendering or the failure to render a professional service.
- 4. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of the use of "motorized vehicles" in, or in the practice or preparation for, racing, speed, pulling or pushing, demolition, or stunt activities or contests.
- 5. "We" do not pay for "bodily injury", "property damage", or "personal injury" arising out of any premises other than an "insured premises".
- 6. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of the ownership, operation, maintenance, use, occupancy, renting, loaning, entrusting, supervision, loading, or unloading of:

- a. an aircraft;
- b. a "motorized vehicle"; or
- c. a watercraft,

except as covered under Incidental Vehicle Coverage.

- 7. "We" do not pay for:
  - a. "bodily injury" or "personal injury" to an employee of the "insured" if it occurs in the course of employment by the "insured"; or
  - b. consequential injury to a spouse, child, parent, brother, or sister of such injured employee.

This exclusion applies where the "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for "damages" arising out of paragraph 7.a. or 7.b. above.

This exclusion does not apply to liability assumed by the "insured" under a contract covered under Incidental Contractual Liability Coverage.

- 8. "We" do not pay for "bodily injury", "personal injury", or "property damage" that results from the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time.

However, this exclusion does not apply to "bodily injury" or "property damage" that results from the heat, smoke, or fumes of a fire on an "insured premises" that becomes uncontrollable or breaks out from where it was intended to be.

9. "We" do not pay for any loss, cost, or expense arising out of any:
  - a. request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of "pollutants"; or
  - b. claim or suit by or on behalf of any governmental authority relating to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants".
10. "We" do not pay for "bodily injury" or "personal injury" if benefits are provided or are required to be provided by the "insured" under a workers' compensation, disability benefits, occupational disease, unemployment compensation, or like law.
11. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of war. War includes undeclared war, civil war, insurrection, rebellion or revolution, or an act or a condition of war.
12. "We" do not pay for "bodily injury" or "personal injury" that arises out of any:
  - a. refusal to employ;
  - b. termination of employment;
  - c. coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct, or other employment-related practices, acts, or omissions; or
  - d. consequential "bodily injury" or "personal injury" as a result of paragraph 12.a., 12.b., or 12.c. above.

This exclusion applies where an "insured" is liable either as an employer or in any other capacity; or there is an obligation to fully or partially reimburse a third person for "damages" arising out of paragraph 12.a., 12.b., 12.c., or 12.d. above.

13. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of the ownership, use, maintenance, rental, or holding for rental of any part of an "insured premises" for purposes other than those related or incidental to residential use.
14. "We" do not pay for "bodily injury", "property damage", or "personal injury" that arises out of lead in any form.
15. "We" do not pay for any loss, cost, or expense arising out of any:
  - a. request, demand, or order that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of lead; or
  - b. claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of lead.

#### **ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PERSONAL INJURY**

1. "We" do not pay for "personal injury" arising out of willful violation of an ordinance, statute, or regulation by an "insured" or with the "insured's" consent.
2. "We" do not pay for "personal injury" arising out of:
  - a. oral or written publication of material done by or at the direction of an "insured" who knew it was false; or
  - b. oral or written publication of the same or similar material by or on behalf of an "insured" that took place prior to the effective date of this insurance.



#### **ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO PROPERTY DAMAGE**

1. "We" do not pay for "property damage" to property owned by, occupied by, or rented to "you".
2. "We" do not pay for "property damage" to premises "you" sell, give away, or abandon, if the "property damage" arises out of any part of those premises.
3. "We" do not pay for "property damage" to property used by or loaned to "you".
4. "We" do not pay for "property damage" to either business or non-business personal property in the care, custody, or control of the "insured".

#### **ADDITIONAL EXCLUSIONS THAT APPLY ONLY TO MEDICAL PAYMENTS**

These exclusions apply in addition to the other exclusions that apply to "bodily injury".

1. "We" do not pay for medical expenses for "bodily injury" to an "insured".
2. "We" do not pay for medical expenses for "bodily injury" to a person hired by or on behalf of any "insured" to do work for:
  - a. an "insured"; or
  - b. a tenant of an "insured".
3. "We" do not pay for medical expenses for "bodily injury" to a person injured on that part of an "insured premises" that the person normally occupies.
4. "We" do not pay for medical expenses for "bodily injury" to a person if benefits are provided or required to be provided under any workers' compensation, nonoccupational disability, occupational disease, or like law.

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#### **WHAT MUST BE DONE IN CASE OF LOSS**

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1. **Notice --**
  - a. In the case of an "occurrence", or if an "insured" becomes aware of anything that indicates that there might be a claim under this Commercial Liability Coverage, "you" must arrange for prompt notice to be given to "us" or "our" agent. Notice to "our" agent is notice to "us".
  - b. The notice to "us" must state:
    - 1) the "insured's" name;
    - 2) the policy number;
    - 3) the time, the place, and the circumstances of the "occurrence", or the situation that indicates that there might be a claim; and
    - 4) the names and addresses of all known and potential claimants and witnesses.
2. **Cooperation --** All "insured's" involved with an "occurrence" or an offense must cooperate with "us" in performing all acts required by this Commercial Liability Coverage.
3. **Volunteer Payments --** An "insured" must not make payments or assume obligations or other costs except at the "insured's" own cost. This does not apply to first aid to others at the time of "bodily injury".
4. **Other Duties --**
  - a. If a claim is made or suit is brought, the "insured" must:
    - 1) promptly send to "us" copies of all legal papers, demands, and notices; and

- 2) at "our" request assist in:
    - a) a settlement;
    - b) the conduct of suits. This includes the attendance at trials or hearings;
    - c) the enforcing of rights against all parties who may be liable to an "insured" for the injury or damage;
    - d) the securing of and giving of evidence; and
    - e) obtaining the attendance of all witnesses.
  - b. In the case of a medical payments loss:
    - 1) the injured person (or one acting on such person's behalf) must:
      - a) give "us" written proof of claim (under oath if requested) as soon as practicable; and
      - b) give "us" permission to get copies of the medical records; and
    - 2) the injured person must submit to medical exams by doctors chosen by "us" when and as often as "we" may reasonably require.
  - c. In the case of a loss covered under Damage to Property of Others, "you" must give "us" a signed, sworn statement of loss within 60 days after the loss and "you" must exhibit the damaged property if it is within "your" control.
- b. persons or organizations who sustain injury or damage; or
- c. claims made or suits brought.
- The payment of a claim under Coverage M does not mean that "we" admit "we" are liable under other coverages.
2. The General Aggregate Limit is the most "we" will pay during a policy period for the sum of:
    - a. all "damages" under Coverages L and P; and
    - b. all medical expenses under Coverage M.
  3. The Each Occurrence Limit, subject to the General Aggregate Limit, is the most "we" will pay for the total of:
    - a. "damages" under Coverages L and P; and
    - b. medical expenses under Coverage M, due to all "bodily injury" and "property damage" arising out of a single "occurrence" or due to all "personal injury" sustained by one person or organization.
  4. Subject to the Each Occurrence Limit and the General Aggregate Limit, the Coverage M Limit is the most that "we" will pay under Coverage M for all medical expenses because of "bodily injury" sustained by any one person.
  5. The General Aggregate Limit applies separately to each consecutive 12-month period beginning with the inception date of this Commercial Liability Coverage shown on the "declarations". It also applies separately to any remaining policy period of less than 12 months, unless this Commercial 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".

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## HOW MUCH WE PAY

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1. The "limits", shown on the "declarations" and subject to the following conditions, are the most "we" pay regardless of the number of:
  - a. "insured's" under this Commercial Liability Coverage;

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## CONDITIONS

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1. **Bankruptcy** -- Bankruptcy or insolvency of an "insured" does not relieve "us" of "our" obligations under this Commercial Liability Coverage.
2. **Insurance Under More Than One Policy** -- (This does not apply to Coverage M -- Medical Payments.)
  - a. Insurance under this Commercial Liability Coverage is primary except as provided under paragraph 2.c. below, or unless otherwise stated. The amount of "our" liability is not reduced because of other insurance which applies to the loss on other than a primary basis.
  - b. If the other insurance is also primary, "we" will share in the loss as follows:
    - 1) If the other insurance provides for contribution by equal shares, "we" will pay equal amounts with other insurers until:
      - a) the lowest applicable "limit" under any one policy is reached; or
      - b) the full amount of the loss is paid.

If part of the loss remains unpaid, "we" will pay an equal share with the other insurers until the full amount of the loss is paid, or until "we" have paid "our" "limit" in full.
    - 2) If the other insurance does not provide for contribution by equal shares, "we" will pay, up to "our" "limit", no more than that proportion of the loss to which the applicable "limit" under this policy for such loss bears to the total applicable "limit" for all insurance against the loss.

- c. Insurance under this Commercial Liability Coverage is excess over any other insurance if the other insurance applies to any loss arising out of the maintenance or use of aircraft, "motorized vehicles", or watercraft which may be covered by this Commercial Liability Coverage.
  - 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 insurance would pay for the loss in the absence of this insurance; and
      - b) the total of all deductibles and self-insured amounts required by such other insurance.

"We" will share the remaining loss with any other insurance that is not described in this excess insurance provision and was not bought specifically to apply in excess of the "limits" shown on the "declarations" of this Commercial Liability Coverage.
3. **Misrepresentation, Concealment, or Fraud** -- This coverage is void as to "you" and any other "insured" if before or after a loss:
    - a. "you" have or any "insured" has willfully concealed or misrepresented:
      - 1) a material fact or circumstance that relates to this insurance or the subject thereof; or

- 2) the "insured's" interest herein; or
  - b. there has been fraud or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.
4. **Separate Insureds** -- Coverage provided under this Commercial Liability Coverage applies separately to each "insured" against whom claim is made or suit is brought. This does not affect the "limits" stated under How Much We Pay.
5. **Subrogation** -- If "we" pay under this Commercial Liability Coverage, "we" may require from an "insured" an assignment of any right of recovery. "We" are not liable under this Commercial Liability Coverage if any "insured" has impaired "our" right to recover. An "insured" may waive the right to recover, in writing, before an "occurrence" takes place.
6. **Suit Against Us** -- No suit may be brought against "us" unless:
- a. all the "terms" of this Commercial Liability Coverage have been complied with; and
  - b. the amount of the "insured's" liability has been determined by:
    - 1) a final judgment against an "insured" as a result of a trial; or
    - 2) a written agreement by the "insured", the claimant, and "us".

No person has a right under this Commercial Liability Coverage to join "us" or implead "us" in actions that are brought to determine an "insured's" liability.

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## NUCLEAR ENERGY LIABILITY EXCLUSION

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This insurance does not apply:

- 1. under any liability coverage, to "bodily injury" or "property damage":
  - a. with respect to which an "insured" under the policy is also an "insured" under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its "limit" of liability; or
  - b. resulting from the "hazardous properties" of "nuclear material" and with respect to which:
    - 1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereto; or
    - 2) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

2. under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
3. under any liability coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
  - a. the "nuclear material":
    - 1) is at any "nuclear facility" owned by or operated by or on behalf of an "insured"; or
    - 2) has been discharged or dispersed therefrom;
  - b. the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, stored, processed, transported, or disposed of by or on behalf of an "insured"; or
  - c. 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 (c.) applies only to "property damage" to such "nuclear facility" and any property thereat.

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## NUCLEAR ENERGY LIABILITY EXCLUSION DEFINITIONS

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The following definitions apply to the Nuclear Energy Liability Exclusion:

1. "Hazardous properties" include radioactive, toxic, or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material", or "by-product material".
3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954, or in any law amendatory thereof.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
5. "Waste" means any "waste" material:
  - a. containing "by-product material" other than the tailings or "wastes" produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content; and
  - b. resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

6. "Nuclear facility" means:
- a. any "nuclear reactor";
  - b. any equipment or device designed or used for:
    - 1) separating the isotopes of uranium or plutonium;
    - 2) processing or utilizing "spent fuel"; or
    - 3) handling, processing, or packaging "waste";
  - c. any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium-223 or any combination thereof, or more than 250 grams of uranium-235; or
  - d. any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of "waste";
- and includes the site on which any of the foregoing is located, all operations conducted on such sites, and all premises used for such operations.
7. "Nuclear reactor" means any apparatus designed or used:
- a. to sustain nuclear fission in a self-supporting chain reaction; or
  - b. to contain a critical mass of fissionable material.
8. "Property damage" includes all forms of radioactive contamination of property.