

GENERAL LIABILITY COVERAGE FORM

Various provisions in this insurance contract restrict coverage. Read the entire insurance contract carefully to determine rights, duties and the scope of coverage.

Throughout this insurance contract, the Member Named Insured shown in the Declarations is referred to by the terms "you" and "your". A Named Insured includes any organization or entity owned, formed, established, or controlled or operated now or in the future by the Member Named Insured if there is no other similar coverage available to that organization or entity.

MEGA Property & Casualty Group, Inc. is referred to by the terms "we," "us", "our" and "MEGA".

Any person or entity qualifying under WHO CONSTITUTES AN INSURED (SECTION II) is referred to by the term "insured".

Other words and phrases that appear in quotation marks (" ") have special meaning and you should refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE 1. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. MEGA shall pay those amounts that the insured becomes legally required to pay as damages caused by "property damage" or "bodily injury" for which this coverage exists, irrespective of whether the allegations of said "suit" are devoid in merit, false, or fraudulent. MEGA shall have the right and duty to defend any "claim" or "suit" asking for those damages. But, MEGA bears no obligation to defend any "suit" asking for damages for "bodily injury" or "property damage" to which this coverage does not apply. In MEGA's discretion, MEGA may elect to investigate any "occurrence" and settle any "claim" or "suit" that may arise. But:

- (1) The amount MEGA shall pay for damages shall not exceed the LIMITS OF INSURANCE set forth in SECTION III; and
- (2) MEGA's right and duty to defend terminates when MEGA has exhausted the respective limit of insurance in the payment of judgments or settlements under Coverages 1, 2 or 4 or medical expenses under Coverage 3.

There is no other duty or liability for MEGA to pay amounts or perform acts or services under this insurance contract unless explicitly provided for under ADDITIONAL PAYMENTS – COVERAGES 1, 2 and 4.

MEGA shall have the right, but no duty, to appeal any judgment, award or ruling issued against the insured, at MEGA's expense.

- b. This coverage applies to "bodily injury" and "property damage", provided that:
 - (1) The "bodily injury" or "property damage" is results from an "occurrence" that happens

in the "coverage territory"; and

- (2) The "bodily injury" or "property damage" happens during the "contract period".

- b. Damages caused by "bodily injury" include damages claimed by any person or entity for care, loss of services or death originating at any time from the "bodily injury."

2. Exclusions

This insurance excludes the following:

- a. "Bodily injury" or "property damage" anticipated or intended from the perspective of the insured. This exclusion includes, without limitation, "bodily injury" arising from sexual abuse, including related physical abuse.

"Bodily injury" as a consequence of the employment of reasonable force to safeguard persons or property is not precluded by this exclusion.

The defense of "suits", "claims", actions or demands originating from claims of sexual abuse, including related physical abuse, or claims of corporal punishment to your pupils is not precluded by this exclusion, provided that such defense shall cease upon the final resolution or final adjudication of such "claim" in which the finding is unfavorable to the insured.

- b. "Bodily injury" or "property damage" for which the insured is required to pay damages because it has assumed liability through an agreement or contract. Nevertheless, liability for damages is not subject to this exclusion if either of the following apply:
 - (1) The insured would have been liable despite the nonexistence of the agreement or contract; or
 - (2) The liability is assumed in an agreement or contract that is an "insured contract", but only if the "bodily injury" or "property damages" happens after the execution of

such agreement or contract.

- c. For any responsibility of the insured under workers compensation, disability benefits or unemployment compensation law or any similar law.
- d. "Bodily injury" to:
- (1) Your "employees" originating from and in the scope of employment by you or performing responsibilities related to the operation of your business;
 - (2) The parent, child, sibling or estate of the "employee" as a result of subparagraph (1) above.

This exclusion arises:

- (1) If the insured could be held liable as an employer or in any other capacity; and
- (2) To any obligation to split damages with or reimburse another person who must pay damages on account of the "bodily injury".

The following are not subject to this exclusion:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability originating from injury to a volunteer worker of the insured, including a volunteer or call firefighter or police officer, for whom the insured does not owe any duty from a workers compensation, disability benefits or unemployment compensation law, or any similar law.

e. "Bodily injury" to:

- (1) A person originating from:
 - (a) The cessation of such person's employment, whether by dismissal, discharge or termination;
 - (b) A decision not to hire, promote, or award tenure to such person;
 - (c) Any other employment-related activities, policies, practices, acts or omissions including, without limitation: evaluation, demotion, coercion, reassignment, discipline, privacy invasion, humiliation, defamation (including libel and slander), discrimination, retaliation, violation of civil rights, and harassment; or
- (2) The parent, child, sibling or estate of such person as a result of "bodily injury" to such person to whom any of the employment-

related practices identified in subparagraphs (1) (a), (b), or (c) above is intended.

This exclusion applies:

- (1) If the insured could be held liable as an employer or in any other capacity; and
 - (2) To any obligation to split damages with or reimburse another person who must pay damages on account of the "bodily injury".
- f. "Bodily injury" or "property damage" for which any insured may be held liable from:
- (1) Providing alcoholic beverages to a person below the legal drinking age or under the influence of alcohol;
 - (2) Effecting or contributing to the intoxication of any person;
 - (3) Any statute, regulation or ordinance involving the use, sale, gift, or distribution of alcoholic beverages.

This exclusion liquor liability applies only if you are in the business of manufacturing, distributing, selling, serving or providing alcoholic beverages. But, you are not regarded as being in the business of manufacturing, distributing, selling, serving or providing alcoholic beverages if such conduct is only attendant to your regular operations.

g. "Bodily injury", "property damage" originating from, or connected in any way to, the presence of, sale of, the use of, installation of, elimination of, distribution of, or contact with asbestos, asbestos products, asbestos fibers, or asbestos dust.

h. (1) "Bodily injury" or "property damage":

- (a) For which insureds under this insurance contract are also covered under a nuclear energy liability policy issued by Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, Nuclear Insurance Association of Canada or their successors would be covered under either said policy except for their termination upon exhaustion of their limitation of liability; or
- (b) Caused by the "hazardous properties" or "nuclear material" and as to which (i) any person or entity must possess financial protection in accordance with the Atomic Energy Act of 1954 or any law amendatory thereof; or (ii) the insured is, or in the absence of this insurance contract would not be, entitled

to indemnity from the United States of America, or any agency thereof, pursuant to an agreement entered into by the United States of America, or any agency thereof, with any person or entity.

- (2) "Bodily injury" or "property damage" caused by the "hazardous properties" of "nuclear material" provided that:

- (a) The "nuclear material" (i) is located at any "nuclear facility" owned by, managed by, or run by or on behalf of an insured or (ii) has been dispersed or discharge from such "nuclear facility";
- (b) The "nuclear material" is within "waste" or "spent fuel" that has at any time been handled, used, processed, possessed, stored, disposed of, or transported by or on behalf of an insured; or
- (c) The "bodily injury" or "property damage" originates from an insured providing service, parts, materials or equipment relative to the construction, planning, maintenance, operation or use of any "nuclear facility". However, if such "nuclear facility" is situated within the United States of America, its territories or possessions, or Canada, the exclusion contained in this subparagraph (2)(c) applies only to "property damage" to such "nuclear facility" and any risk to property.

For purposes of this exclusion:

- (1) "Hazardous properties" are toxic, radioactive or combustible properties;
- (2) Nuclear facility" consists of:
 - (a) Any "nuclear reactor";
 - (b) Any apparatus (including equipment or device) intended or used for (i) dividing the isotopes of plutonium or uranium, (ii) using or processing "spent fuel", or (iii) processing, handling or packaging "waste";
 - (c) Any apparatus (including equipment or device) employed for the fabricating, processing, fabricating or alloying of "special nuclear" material if at any point the overall amount of "special nuclear" material in the possession of the insured at the location where such apparatus (including equipment or device) has or includes more than 25 grams of plutonium or uranium 233 or any

combination of both, or more than 250 grams or uranium 235;

- (d) Any structure, excavation, basin, location or place set up or used for the storage or disposal of "waste";

and includes the location on which any of the aforementioned are situated, all activities conducted at such location and all premises used for such activities.

- (3) "Nuclear material" consists of "source material", "special nuclear material" or "byproduct material";
- (4) "Nuclear reactor" is any apparatus created or used to maintain nuclear fission in a self-supporting chain reaction or to hold a critical mass of fissionable material.
- (5) "Property damage" consists of all types of radioactive contamination of property.
- (6) "Source material", "special nuclear material" and "byproduct material" are attributed the same meanings afforded to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (7) "Spent fuel" is any solid or liquid fuel component or fuel element that has been used or exposed to radiation in a "nuclear reactor";
- (8) "Waste" consists of any waste material (a) possessing "by-product material" aside from the failings or wastes created from the removal or concentration of thorium or uranium from any ore processed mainly for its "source material" content and (b) caused by the operation of any person or entity of any "nuclear facility" as described in subparagraphs (2) (a) and (b) above.
 - i. "Bodily injury" or "property damage" caused by war, whether declared or not, or any act or condition incident to war. As used herein, "war" includes but is not limited to civil war, rebellion, insurrection, or revolution.
 - j. Damages claimed for loss of use of property that is not physically injured originating from or in any way related to the operation of the doctrine of eminent domain, adverse possession, regulatory taking, dedication by adverse use, inverse condemnation or condemnation proceedings, or similar action, whether "claims" for such damages occur directly against the insured or as a result of any agreement entered into by or on behalf of the insured.
 - k. "Property damage" to "insured's product" originating from it or any portion of it.

- I. "Property damage" to "insured's work" originating from it or any portion of it and as part of the "products-completed operations hazard".

If the damaged work or the work from which the damage stems was performed on your behalf by a subcontract is not subject to this exclusion.

- m. (1) "Bodily injury", "property damage" or any other damage, injury or loss of any type or nature originating from the actual, potential or alleged release, spread, scatter, leak, discharge, migration or escape of "pollutants":
- (a) At or from any site, location or premises that at any time has been used by or for you or others for the handling, discarding, storage, processing or treatment of "waste";
 - (b) At or from public roads or ways, or site, location or premises that at any time has been owned by, occupied by, loaned to, or rented to you or any other insured;
 - (c) At or from any site, location or premises on which you, any other insured, or any contractors or subcontractors performing directly or indirectly on behalf of you on any other insured are conducting activities:
 - (i) If the activities are to test for, monitor, eliminate, clean up, treat, detoxify, counteract, or contain the "pollutants"; or
 - (ii) If the "pollutants" are taken on or to the site, location or premises relative to such activities;
 - (d) That were at any time handled, stored, treated, discarded, transported, or processed as waste by or for you, any other insured, or any person or entity for whom you may have a legal obligation.
- (2) Any cost, expense or loss originating from any governmental request, instruction or order that you or any other insured test for, monitor, eliminate, clean up, treat, detoxify, or contain "pollutants";

For purposes of this exclusion, premises exclude water stored, obtained or treated for ultimate consumption.

Any coverage resulting from the pollution of water shall be regarded as products coverage and subject to the Aggregate Limit for Each Separate Annual Period of This Contract applicable to your Products-Completed Activities.

"Bodily injury" or "property damage" originating from fumes, smoke or heat from a "hostile fire" are not subject to subparagraphs (1) (b) and (c) (ii) of this exclusion.

Subparagraphs (1) (b) and (c) (ii) of this exclusion do not preclude "bodily injury" or "property damage" originating from the escape of lubricants, fuels or other operating fluids that are required to perform the regular hydraulic, electrical or mechanical functions required for the operation of "mobile equipment" or its parts, if such lubricants, fuels or other operating fluids get away from a vehicle part created to store, hold or receive them. Said exception to the exclusion is inapplicable if the lubricants, fuels or other operating fluids are willfully discharged, spread or released, or if said lubricants, fuels or other operating fluids are taken onto or to the "premises", location or site with the objective to be discharged, spread or released as part of the operations being done by you, any other insured, contractor or subcontractor.

"Property damage" or "bodily injury" if incurred within a building and as a result of vapor, soot, smoke, or fumes from equipment used to heat such building are not precluded by subparagraph (1)(b) of this exclusion.

"Waste" as the term is used in this exclusion consists of items to be reconditioned, recycled or reclaimed, but does not include residential or domestic sewage from a sewerage treatment or collection system owned, managed, or used by you.

- n. "Bodily injury" or "property damage" originating from the ownership, maintenance, use or entrustment to others of any "automobile", aircraft or watercraft owned by, operated by, rented to, or loaned to any insured.

This exclusion applies even if the "claim(s)" asserted against any insured assert negligence or other wrongful acts or omissions in the hiring, supervision, employment, training or monitoring of others by such insured, or if the ownership, maintenance, use, or entrustment to others of any "automobile", aircraft or watercraft that is owned by, operated by, rented to, or loaned to any insured was part of the "occurrence" that led to the "bodily injury" or "property damage".

In this exclusion, the word "use" includes, without limitation, operation and "loading or unloading" of "automobile", aircraft or watercraft.

The following are not subject to this exclusion:

- (1) A watercraft, irrespective of whether it is owned by an insured, which is:

- (a) A maximum of 50 feet in length; and
- (b) An insured does not use it to transport persons or property for a charge;
- (2) A watercraft while ashore on "premises" owned or rented by any insured;
- (3) "Bodily injury" or "property damage" originating from the operation of any of the equipment listed in the second paragraphs b. and c. of the definition of "mobile equipment".
- (4) The assumption of liability through any "insured contract" for the ownership, use or maintenance of watercraft or aircraft;
- (5) Medical professional services supplied in connection with the ownership, use or maintenance of any "automobile" or watercraft for emergency purposes; or
- (6) Parking an "automobile" on or an "automobile" parked on "premises" that an insured owns or rents or on ways or roads adjacent to such "premises," but only if the "automobile" is not owned by or rented or loaned to you;
- o. "Bodily injury" or "property damage" originating from:
 - (1) The employment of "mobile equipment" in, or during preparation or practice for, an arranged speed, racing, demolition, or stunting activity.
 - (2) The carrying of "mobile equipment" by an "auto" owned by, operated by, rented to, or loaned to any insured; or
 - (3) The use of "mobile equipment"
- p. "Property damage" to:
 - (1) Property owned, occupied or rented by you;
 - (2) "Premises" you sell, give away or abandon, if the "property damage" originates from any portion of those "premises";
 - (3) Personal property within the custody or care of the insured, or over which the insured may exercise control, but not property loaned or rented to you from another governmental body;
 - (4) Property loaned or rented to you, but not property loaned or rented to you from another governmental body;
 - (5) That portion of real property on which you or any contractors or subcontractors performing

directly or indirectly on your behalf are conducting activities, if the "property damage" originates from those operations; or

- (6) That portion of any property that must be repaired replaced or restored as a result of the erroneous performance on it because of "insured's work".

"Property damage" to "premises", including the contents of said "premises", temporarily rented or loaned to you are not subject to paragraphs (1), (2) and (3).

The "premises" that are "insured's work" and were never held for rental, occupied or rented by you are not excluded by paragraph (4).

Liability assumed under a sidetrack agreement is not subject to paragraphs (3) through (6).

"Property damage" that is part of the "products-completed operations hazard" is not subject to paragraph (6).

"Property damage" originating from the insured's ownership or use of elevators is not subject to this exclusion.

- q. "Property damage" to "impaired property" or property that has not been physically injured originating from:
 - (1) A flaw, unsafe condition, deficiency, or inadequacy in "insured's work" or "insured's product"; or
 - (2) A hindrance or failure by you or anyone acting on your behalf to perform an agreement or contract pursuant to its terms.

The loss of use of other property originating from the sudden and accidental physical injury to "insured's work" or "insured's product" after it has been put to its intended use is not precluded by this exclusion.
- r. Any damages asserted for the cost, expense or loss sustained by the insured or others for the loss of use, removal, repair, recall, inspection, adjustment, replacement, adjustment, withdrawal or discarding of:
 - (1) "Insured's work";
 - (2) "Insured's product"; or
 - (3) "Impaired property";

if such product, work, or property is taken or recalled from the market or from use by any person or entity because of a known or alleged flaw, deficiency, insufficiency or dangerous condition in it.

- s. "Bodily injury" or "property damage" originating from:
- (1) The insured's ownership, upkeep or use of any airport or any property situated thereon;
 - (2) Operations at such airport that are required or attendant to the ownership, upkeep or use of said airport; or
 - (3) Goods or products constructed at or distributed from such airport.

- t. "Bodily injury" or "property damage" originating from the insured's ownership, use, maintenance, or operation of any clinic, hospital or nursing home.

This exclusion does not encompass activities and operations customary and regular to local boards of health.

- u. "Bodily injury" or "property damage" originating from of the insured's total or partial failure to furnish water, gas, electricity or steam.

The failure to furnish ample water for firefighting purposes is not subject to this exclusion, but only if such failure is caused by a negligent act on part of the insured or any of its "employees".

- v. "Bodily injury" or "property damage" originating from joint venture(s).

Mutual aid agreements and other joint intergovernmental body ventures and projects operated for the benefit of the public in more than one municipality and other similar projects customary and regular common to intergovernmental operations are not subject to this exclusion.

- w. "Bodily injury" or "property damage" originating from:

- (1) Your ownership, use, maintenance or operation of any correctional institution or prison; or
- (2) Any act or omission of your law enforcement agencies (including your police department).

This exclusion does not apply to "bodily injury" or "property damage," that are not usually attendant to law enforcement operations, originating from the ownership, use, maintenance or operation of your "premises" (including municipal lockup or detention facilities).

- x. "Bodily injury" or "property damage" originating from any insured engineer,

architect or surveyor providing or failing to provide the following professional services:

- (1) Providing directions or instructions, or failing to provide them, if that is the main cause of the damage or injury;
- (2) Oversight, inspection or engineering services; or
- (3) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

For purposes of this exclusion, professional services do not include administrative or other services that can be carried out by nonprofessionals or services that are otherwise not required to the performance of such architect's, engineers, or surveyor's professional duties.

Fire to "premises" while rented or loaned to you or temporarily occupied by you with consent of the owner are not subject to exclusions c. through g. and i. through x.

COVERAGE 2. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

- a. MEGA shall pay those amounts that the insured becomes legally required to pay as damages caused by "personal injury" or "advertising injury" for which this coverage exists. MEGA shall have the right and duty to defend any "suit" or "claim" asking for those damages. But, MEGA bears no obligation to defend any "suit" asking for damages for "personal injury" or "advertising injury" to which this coverage does not apply.

In MEGA's discretion, MEGA may elect to investigate any offense or "occurrence" and settle any "suit" or "claim" that may arise. But:

- (1) The amount MEGA shall pay for damages shall not exceed the LIMITS OF INSURANCE set forth in SECTION III; and
- (2) MEGA's right and duty to defend terminates when MEGA has exhausted the respective limit of insurance in the payment of judgments or settlements under Coverages 1, 2 or 4 or medical expenses under Coverage 3.

There is no other duty or liability for MEGA to pay amounts or perform acts or services under this insurance contract unless explicitly provided for under ADDITIONAL PAYMENTS – COVERAGES 1, 2 and 4.

b. Coverage is provided for the following:

- (1) "Personal injury" resulting from an offense or "occurrence" originating from the conduct of your operations, but not for excluding advertising performed by or for you;
- (2) "Advertising injury" resulting from an offense committed in the scope of advertising performed by or for you in conjunction with your operations;

but only if the offense is committed or the "occurrence" happens in the "coverage territory" during the "contract period".

2. Exclusions

This insurance excludes the following:

a. "Personal injury" or "advertising injury":

- (1) Originating from the written, oral, broadcast or telecast publication (including electronic forms of communication) of material, if performed by or at the direction of the insured with awareness of its falsity.
- (2) Originating from the written, oral, broadcast or telecast publication (including electronic forms of communication) of material that was first published prior to the "contract period".
- (3) Originating from the intentional breach of a penal statute or ordinance committed by or with the assent of the insured.
- (4) Originating from the actual or alleged breach of any federal, state or local civil rights statute, ordinance, regulation or other law.
- (5) In which there is an assumption of liability by the insured through an agreement or contract. Liability for damages that the insured would have if the agreement or contract were non-existent is not subject to this exclusion.
- (6) Originating from breach of contract, but not misappropriation of an advertising idea of another under an implied contract.
- (7) Originating from an offense committed by an insured whose business is:
 - (a) Broadcasting, advertising, telecasting or publishing;
 - (b) Creating or determining content of websites for others; or
 - (c) An Internet search, content, access or

service provider.

But, Paragraphs 15.a. (1), (2), (3), (4), and (5) of "personal injury" under the Definitions Section (Section V) are not subject to this exclusion.

Under this exclusion, the location of borders, frames or links, or advertising, for the insured or others anywhere on the Internet, is not on its own regarded as the business of publishing, broadcasting, advertising or televising.

- (8) Originating from an electronic chat room or bulletin board (other than an informational website) that an insured hosts, possesses, controls or manages.

(9) Originating from:

- (a) Your ownership, use, upkeep or operation of any correctional institution or prison; or facility
- (b) Any act or omission of your law enforcement agencies (including your police department).

"Personal injury" or "advertising injury," that are not usually attendant to law enforcement activities, originating from the ownership, upkeep, use or operation of your "premises" (including municipal lockup or detention facilities) are not subject to this exclusion.

- (10) Originating from any insured architect, surveyor or engineer providing or failing to provide the following professional services:

- (a) Providing directions or instructions, or failing to provide them, if that is the main cause of the damage or injury;
- (b) Oversight, inspection or engineering services; or
- (c) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;

For purposes of this exclusion, professional services do not include administrative or other services that can be carried out by nonprofessionals or services that are otherwise not required to the performance of such architect's, engineers, or surveyor's professional duties.

- b. (1) "Personal injury", "advertising injury" or any other loss, damage or injury of any type or nature originating from the actual, potential or alleged release, spread,

scatter, leak, discharge, migration or escape of "pollutants":

- (a) At or from any site, location or premises that at any time has been used by or for you or others for the handling, discarding, storage, processing or treatment of "waste";
- (b) At or from public roads or ways, or site, location or premises that at any time has been owned by, occupied by, loaned to, or rented to you or any other insured;
- (c) At or from any site, location or premises on which you, any other insured, or any contractors or subcontractors performing directly or indirectly on behalf of you on any other insured are conducting activities:
 - (i) If the activities are to test for, monitor, eliminate, clean up, treat, detoxify, counteract, or contain the "pollutants"; or
 - (ii) If the "pollutants" are taken on or to the site, location or premises relative to such activities;
- (d) That were at any time handled, stored, treated, discarded, transported, or processed as waste by or for you, any other insured, or any person or entity for whom you may have a legal obligation.

- (2) Any cost, expense or loss originating from any governmental request, instruction or order that you or any other insured test for, monitor, eliminate, clean up, treat, detoxify, or contain "pollutants";

For purposes of this exclusion, premises exclude water stored, obtained or treated for ultimate consumption.

Any coverage resulting from the pollution of water shall be regarded as products coverage and subject to the Aggregate Limit for Each Separate Annual Period of This Contract applicable to your Products-Completed Activities.

"Personal injury" originating from fumes, smoke or heat from a "hostile fire" are not subject to subparagraphs (1) (b) and (c) (ii) of this exclusion.

Subparagraphs (1) (b) and (c) (ii) of this exclusion do not preclude "personal injury" originating from the escape of lubricants, fuels or other operating fluids that are required to perform the regular hydraulic, electrical or mechanical functions required for the operation of "mobile equipment" or its parts, if such lubricants, fuels or

other operating fluids get away from a vehicle part created to store, hold or receive them. Said exception to the exclusion is inapplicable if the lubricants, fuels or other operating fluids are willfully discharged, spread or released, or if said lubricants, fuels or other operating fluids are taken onto or to the "premises", location or site with the objective to be discharged, spread or released as part of the operations being done by you, any other insured, contractor or subcontractor.

"Personal injury" if incurred within a building and as a result of vapor, soot, smoke, or fumes from equipment used to heat such building are not precluded by subparagraph (1) (b) of this exclusion.

"Waste" as the term is used in this exclusion consists of items to be reconditioned, recycled or reclaimed, but does not include residential or domestic sewage from a sewerage treatment or collection system owned, managed, or used by you.

- c. "Personal injury" originating from, or connected in any way to, the presence of, sale of, the use of, installation of, elimination of, distribution of, or contact with asbestos, asbestos products, asbestos fibers, or asbestos dust.
- d. "Personal injury" or "advertising injury" caused by war, whether declared or not, or any act or condition incident to war. As used herein, "war" includes but is not limited to civil war, rebellion, insurrection, or revolution.
- e. "Personal injury", as defined in paragraph b. of the definition of "personal injury" in the DEFINITIONS (SECTION V):

- (1) Unless it originates from or is caused by "bodily injury" or "property damage" subject to coverage under Coverage 1; or

- (2) Caused by any actual or alleged:

- (a) Act, omission, neglect or breach of duty, or error;
- (b) Misstatement, misleading statement;

committed by an insured in the performance or conduct of functions or responsibilities for you or any of your related entities that would be covered under your School Board Legal Liability or Public Officials insurance policies or contracts.

- f. "Personal injury" to:

- (1) A person originating from any:

- (a) The cessation of such person's employment, whether by dismissal, discharge or termination;
 - (b) A decision not to hire, promote, or award tenure to such person;
 - (c) Any other employment-related activities, policies, practices, acts or omissions including, without limitation: evaluation, demotion, coercion, reassignment, discipline, privacy invasion, humiliation, defamation (including libel and slander), discrimination, retaliation, violation of civil rights, and harassment; or
- (2) The parent, child, sibling or estate of such person as a result of "personal injury" to such person to whom any of the employment-related practices identified in paragraphs (1) (a), (b), or (c) above is intended.

This exclusion applies:

- (1) If the insured could be held liable as an employer or in any other capacity; and
- (2) To any obligation to split damages with or reimburse another person who must pay damages on account of the "bodily injury".

g. "Advertising injury" originating from:

- (1) The failure of goods, products or services to be consistent with advertised performance or quality; or
- (2) The erroneous description of the price of goods, services or products.

COVERAGE 3. MEDICAL PAYMENTS

1. Coverage Agreement

- a. MEGA shall pay medical expenses for the following types of "bodily injury" as a result of an accident:
 - (1) On "premises" owned or rented by you;
 - (2) On sidewalks proximate to or adjoining "premises" owned or rented by you;
 - (3) On ways or roads owned or rented by you; or
 - (4) As a result of your operations;

But only if:

- (a) The accident takes place in the "coverage territory" and within the "contract period";

- (b) The expenses are sustained and MEGA is notified within one year from the date of the accident; and
 - (c) The injured person submits to examination, at MEGA's expense, by physicians designated by MEGA as frequently as MEGA may reasonably require.
- b. Notwithstanding fault, MEGA shall make such payments. Such payments shall not exceed the relevant Limit of Insurance as described in LIMITS OF INSURANCE (SECTION III). MEGA shall pay the following reasonable expenses:
- (1) First aid given at the time of an accident;
 - (2) Required medical, x-ray, surgical and dental services, including prosthetic devices; and
 - (3) Required ambulance, hospital, professional nursing and funeral services.
- c. This coverage is excess over any other insurance, whether primary, excess, contingent or written on any other basis.

2. Exclusions

MEGA shall not pay medical expenses under the coverage provided by this insurance contract for "bodily injury":

- a. To any insured.
- b. To a person employed to perform work for you or on your behalf or for any of your tenants or on their behalf.
- c. To a person injured on that part of "premises" owned or rented by you that the person generally occupies.
- d. To a person, regardless of whether an "employee" of any insured, if benefits for the "bodily injury" are payable or must be afforded through a workers compensation, disability benefits or unemployment compensation law or any similar law.
- e. To a person injured while participating in athletics.
- f. To students injured while taking part in school activities.
- g. That is part of the "products-completed operations hazard."
- h. To expenses sustained relative to "bodily injury" as a consequence of the "hazardous properties"

of "nuclear material" and originating from the operation of a "nuclear facility" by any person or entity. The foregoing terms and phrases in quotation marks accorded their meaning in the Exclusions portion of Coverage 1.

- i. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- j. Excluded under Coverage 1.

COVERAGE 4. EMPLOYEE BENEFIT LIABILITY.

1. Coverage Agreement.

- a. MEGA shall pay those amounts that the insured becomes legally required to pay as damages as a consequence of pecuniary loss incurred by an "employee", former "employee", prospective "employee" or the dependents, beneficiaries or legal representatives of such persons and resulting from any negligent act, omission or error of the insured, or any other person for whose conduct you are legally accountable for in the "administration" of your "employee benefit programs". MEGA shall have the right and duty to defend any "suit" asking for those damages. But, MEGA bears no obligation to defend any "suit" asking for damages to which this coverage does not apply.

In MEGA's discretion, MEGA may elect to investigate any negligent act, omission or error and settle any "suit" or "claim" that may arise. But:

- (1) The amount MEGA shall pay for damages shall not exceed the LIMITS OF INSURANCE set forth in SECTION III; and
- (2) MEGA's right and duty to defend terminates when MEGA has exhausted the respective limit of insurance in the payment of judgments or settlements under Coverages 1, 2 or 4 or medical expenses under Coverage 3.

There is no other duty or liability for MEGA to pay amounts or perform acts or services under this insurance contract unless explicitly provided for under ADDITIONAL PAYMENTS – COVERAGES 1, 2 and 4.

- b. This coverage applies to loss only if caused by a negligent act, error or omission committed in the "coverage territory" during the contract period shown in the Declarations.

2. Exclusions

This coverage does not apply to:

- a. Loss originating from illegal or unfair discrimination;
- b. Loss that would otherwise be covered by this insurance contract as a result of "bodily injury," "property damage," "personal injury" or "advertising injury";
- c. Loss originating from any deceitful, fraudulent, criminal or malicious act or omission committed by any insured;
- d. Humiliation, emotional distress, mental anguish, or mental injury;
- e. Loss originating from failure of contract performance by any insurer or fiduciary other than an insured;
- f. Loss originating from the insured's failure to conform to any law concerning workers compensation, disability benefits, unemployment insurance, social security or any similar law;
- g. Loss for which the insured is liable because of liability placed upon a fiduciary by the Employee Retirement Income Security Act of 1974, either currently or any law amendatory thereto; or
- h. Any "claim" founded upon:
 - (1) failure of any investment to achieve as represented by an insured;
 - (2) suggestion provided by an insured to an "employee" as to whether or not to participate in any investment program or plan, irrespective of whether you sponsor it, or
 - (3) the investment or non-investment of funds.
- i. Loss incurred by:
 - (1) A person originating from:
 - (a) The cessation of such person's employment, whether by dismissal, discharge or termination;
 - (b) A decision not to hire, promote, or award tenure to such person;
 - (c) Any other employment-related activities, policies, practices, acts or omissions including, without limitation: evaluation, demotion, coercion, reassignment, discipline, privacy invasion, humiliation, defamation (including libel and slander), discrimination, retaliation, violation of civil rights, and harassment; or
 - (2) The parent, child, sibling or estate of such person as a result of "bodily injury" to such

person to whom any of the employment-related practices identified in paragraphs (1) (a), (b), or (c) above is intended.

This exclusion applies:

- (1) If the insured could be held liable as an employer or in any other capacity; and
- (2) To any obligation to split damages with or reimburse another person who must pay damages on account of the "bodily injury".

ADDITIONAL PAYMENTS - COVERAGES 1, 2 AND 4

MEGA shall pay, relative to any "claim" MEGA investigates or settles, or any "suit" MEGA defends:

1. All expenses MEGA sustains.
2. All reasonable expenses sustained by the insured at MEGA's request in order to aid MEGA in its investigation or defense of a "claim" or "suit", including actual loss of earnings up to \$250 per day incurred from time off from work.
3. A maximum of \$2,000 for the cost of bail bonds necessary due to traffic law violations or accidents originating from the use of any vehicle for which Coverage 1 exists. MEGA is not obligated to supply these bonds.
4. All costs taxed against the insured in the "suit."
5. For the portion of any judgment that MEGA pays only, prejudgment interest awarded against the insured. MEGA will not pay prejudgment interest for the time period subsequent to any offer by MEGA to pay the relevant Limit of Insurance.
6. The cost of bonds to remove attachments, but only to the extent that such bonds are within the applicable Limit of Insurance shown in the Declarations. MEGA is not obligated to supply these bonds.
7. Any interest on the entire amount of any judgment that accumulates after entry of such judgment and before MEGA has paid, or offered to pay, or deposited in court the portion of the judgment that is within the relevant Limit of Insurance.

Any Additional Payments made by MEGA will not decrease the Limits of Insurance.

SECTION II - WHO CONSTITUTES AN INSURED

1. You;
2. Any other organization or entity that constitutes an insured;
3. In addition, an insured consists of each of the following:

- a. Your "executive officers", while performing within the course of their respective duties;
- b. Your other appointed or elected officers or commissions, or members of any of your committees, agencies or boards, provided that they are performing within the course of their respective duties; or
- c. Any of your other "employees", provided that their conduct is within the course of their employment by you or they are performing responsibilities related to the conduct of your business.

But, the following "employees" are not insureds for "advertising injury", "bodily injury", or "personal injury":

- (1) To any other insured, or any of your other "employees" (including volunteer workers), while performing responsibilities related to the conduct of your business or while in the scope of his or her employment by you;
- (2) To the parent, sibling, spouse, child or estate of such insured or "employee" as a result of the injury described in subparagraph 3.c.(1) above; or
- (3) For which there is a duty to split damages with or recompense another who is required to pay damages as a result of the injury described in subparagraphs 3.c.(1) or (2) above.
- (4) "Property damage" to property owned, used by, occupied by, rented to, loaned to, in the custody, care or control of, or over which physical control is being applied for any purpose by:
 - (a) You; or
 - (b) Any of your "employees", including your volunteer workers, during the scope of their employment by you or while performing responsibilities connected to the operation of your business.

"Property damage" to property loaned or rented to you by another governmental body is not subject to this exclusion.

- d. Any person, who is not your "employee," or any entity while acting as your real estate manager.
4. Any person that is operating "mobile equipment" registered in your name under any motor vehicle registration along a public highway with your consent is an insured.

Any other person or entity accountable for the conduct of such person is also an insured,

provided that the liability originates from the use of the equipment and provided further that no other insurance of any kind exists for that person or entity for such liability.

But, no person or entity is an insured with respect to:

- a. "Bodily injury" or "personal injury" to a co-employee of the person operating the "mobile equipment" if injury to the co-employee is injured within the course of his or her employment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this paragraph.

5. No health care professional is an insured as to "bodily injury" or "personal injury" originating from his or her providing or failing to provide the following services:

- a. Medical, surgical, x-ray, nursing or dental treatment or service or treatment or the furnishing of food or beverages in connection therewith; or
- b. The supplying or giving out of drugs or medical, dental or surgical supplies or appliances.

For purposes of this paragraph, a health care professional excludes a paramedic, emergency medical technician, or a police officer or firefighter who, while performing or training within the course of his or her employment or responsibility given by you or while performing responsibilities related to the operation of your business and in good faith provides emergency first aid or transportation to an injured person, including another insured, or to a person debilitated by illness. Further, a health care professional excludes an ambulance attendant or operator who acts or omits to act as a result of advice, consultation or orders by remote communication, if said acts or omissions were done in good faith.

SECTION III - LIMITS OF INSURANCE

1. Limits of Insurance

- a. The Limits of Insurance set forth in the Declarations and the provisions herein set the maximum that MEGA will pay irrespective of the number of:
 - (1) Insureds;
 - (2) "Suits" brought or "claims" asserted;
 - (3) Persons or entities bringing "suits" or asserting "claims";

(4) Plans that are part of your "employee benefit programs"; or

(5) Acts, omissions or errors that cause loss;

b. The General Aggregate Limit is the maximum MEGA will pay for the total of:

- (1) Medical expenses under Coverage 3; and
- (2) Damages under Coverages 1 and 2, but not damages as a result of injury and damage included in the "products-completed operations hazard," and
- (3) Damages under Coverage 4.

This limit applies separately to each of the "locations" owned, rented or occupied by you.

c. The Products-Completed Operations Aggregate Limit is the maximum that MEGA will pay under Coverages 1 and 2 for damages as a result of injury and damage as part of the "products-completed operations hazard."

d. Subject to b. or c. above, as applicable, the Each Occurrence Limit is the maximum that MEGA will pay for the total of:

- (1) Damages under Coverage 1; and
- (2) Medical expenses under Coverage 3

as a result of all "bodily injury" and "property damage" originating from any single "occurrence."

e. Subject to b. or c. above, the Personal and Advertising Injury Limit is the maximum that MEGA will pay under Coverage 2 for the total of all damages as a consequence of all "personal injury" and all "advertising injury" incurred by any single person or entity.

f. Subject to b. above, the Employee Benefit Liability Limit is the maximum that MEGA will pay under Coverage 4 for the total of all damages as a result of pecuniary loss incurred by any single "employee" and such "employee's" dependents, beneficiaries and legal representatives.

g. Subject to d. above, the maximum that MEGA will pay under Coverage 3 for all medical expenses as a consequence of "bodily injury" sustained by any single person is the lesser of the Medical Payments Limit or the sum required under Massachusetts General Law Chapter 84, Section 15.

2. Period of Coverage

The Limits of Insurance of this insurance contract apply separately to each successive annual period

and to any residual period with duration of less than 12 months, commencing with the start of the "contract period" set forth in the Declarations, unless the "contract period" is enlarged after issuance for an additional period of less than 12 months. In such a situation, the additional period will be regarded as part of the last preceding period for purposes of calculating the Limits of Insurance.

If the initial "contract period" has duration of fewer than 12 months, the Limits of Insurance apply separately to that period; however, if such contract is renewed, the period will be regarded as part of the next succeeding period.

SECTION IV - GENERAL LIABILITY CONDITIONS

1. Bankruptcy

MEGA shall remain obligated to perform in accordance with this Coverage Form irrespective of the bankruptcy or insolvency of the insured or of the insured's successor.

2. Contributions

- a. MEGA shall calculate all contributions for this Coverage consistent with MEGA's applicable rules, rates, rating plans, contributions and minimum contributions.
- b. If this insurance contract is issued for more than one year, the contribution for this coverage shall be calculated annually based on MEGA's rates or contributions in effect at the start of each year of such insurance contract.
- c. A contribution paid as an advance contribution is treated as a deposit contribution only. At the conclusion of each audit period, MEGA shall calculate the earned contribution for such period. Audit contributions are due and payable upon notice to you. MEGA shall refund you the excess of the total of the advance and audit contributions paid for the "contract period" over the earned contribution.
- d. You must retain records of the information MEGA requires for calculation of the contribution, and further you are required to send MEGA copies of such records upon MEGA's request.
- e. You are liable for payment all contributions and shall serve as the payee for any return contributions paid by MEGA.

3. Duties In The Event of "Suit", "Claim", "Occurrence", Offense, Incident, Act, Omission, Or Error

- a. You, your "executive officer(s)" or "employee" empowered by you to provide or receive notice of "claims" must ensure that MEGA receives written notice as soon as practicable after you,

your "executive officer(s)", "employee" empowered by you to provide or receive notice of "claims" or any other involved insured becomes aware of any "suit", "claim", "occurrence," offense, incident, act, omission or error that may create a "claim" that implicates this insurance contract. To the extent possible, notice should include:

To the maximum extent possible, notice to MEGA should include:

- (1) A description of the "occurrence," offense, incident, act, omission or error, including how, when and where it happened;
 - (2) Sufficient information to identify the names and addresses of any potential insureds or injured persons and any other involved persons and witnesses; and
 - (3) The nature, location and extent of any injury or damage resulting or likely to result from the "occurrence," offense, incident, act, omission or error.
- b. If a "claim" is made or "suit" is brought against any insured, that insured, you, your "executive officer(s)" or "employee" empowered by you to provide or receive notice of "claims" must:
 - (1) Promptly document the details of the "claim" and the date received;
 - (2) Immediately notify MEGA; and
 - (3) Ensure that MEGA receives written notice of the "suit" or "claim" as soon as practicable.
 - c. You, your "executive officer(s)" or "employee" empowered by you to provide or receive notice of "claims" and any other involved insured is required to:
 - (1) Promptly provide MEGA with copies of any demands, notices, summonses or legal documents received in connection with the "suit" or "claim";
 - (2) Authorize MEGA to acquire records and other information;
 - (3) Assist with MEGA in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Upon MEGA's request, help MEGA in the enforcement of any right against any person or entity that may be liable to the insured as a result of injury or damage to which this coverage may also apply.
 - d. MEGA's consent is required for an insured to voluntarily make a payment, assume any

obligation, or incur any expense, other than for first aid, unless made at that insured's own cost.

exclusion under Coverage 1 in SECTION I.

4. Legal Action against MEGA

No person or entity has a right under this insurance contract:

- a. To name MEGA as a party or otherwise involve MEGA in a "suit" that seeks for damages from an insured; or
- b. To sue MEGA on this insurance contract unless there is full compliance with all of its provisions.

A person or organization may sue MEGA to recover on an "agreed settlement" or on a final judgment against an insured, provided that MEGA shall not be liable for damages that are not payable under the terms of this insurance contract or that exceed the relevant Limit of Insurance. An "agreed settlement" is a settlement and release of liability signed by all of the following: MEGA; the insured; and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss covered by MEGA under Coverages 1, 2 or 4 of this Coverage Form, MEGA's duties are limited as follows:

a. Primary Insurance

The coverage afforded by this insurance contract is primary except when b. below is applicable. If such coverage is primary, MEGA's duties are only affected if any of the other insurance is also primary. In such a situation, MEGA shall share with all that other insurance by the method described in c. below.

b. Excess Insurance

The coverage afforded by this insurance contract is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "insured's work";
 - (b) That is Fire insurance for premises that you rent or loan to you, you temporarily occupy with the owner's consent; or
 - (c) If the loss originates from the ownership, use, maintenance or entrustment to others of "automobiles", aircraft, or watercraft to the extent not subject to

- (2) Any other primary insurance existing for your covering liability for damages originating from the premises or operations for which you have been added as an additional named insured or as additional insured via endorsement to the insurance policy of an independent contractor or subcontractor or others.

If the coverage provided by this insurance contract is excess, MEGA shall have no duty under Coverages 1, 2 or 4 to defend any "suit" if any other insurer has a duty to defend such "suit." In the event that no other insurer defends such "suit", MEGA shall undertake to do so, but MEGA will be entitled to the insured's rights against all those other insurers.

If this coverage is excess over other insurance, MEGA shall pay only MEGA's portion of the amount of the loss, if any, that is greater than the total of:

- (1) The overall sum that all such other insurance would pay for the loss if the coverage provided by this insurance contract were nonexistent; and
- (2) The sum of all deductible and self-insured amounts under all that other insurance.

MEGA shall share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limits of Insurance set forth in the Declarations of this insurance contract.

c. Method of Sharing

If all of the other insurance allows contribution by equal shares, MEGA shall also follow such a method of sharing. Under such a method, each insurer pays equal amounts until it has contributed its relevant Limit of Insurance or none of the loss remains, whichever arises first.

If any of the other insurance does not allow contribution by equal shares, MEGA shall contribute by limits. Under such a method, each insurer's share is calculated by the ratio of its relevant Limit of Insurance to the overall relevant Limits of Insurance of all insurers.

6. Representations

By accepting this contract, you agree:

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

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

But, if you fail to disclose to us all hazards in existence as of the inception date of this insurance contract shall not adversely affect this insurance contract as to the coverages provided by this insurance contract, so long as such failure or omission is not willful on your behalf.

7. Separation of Insureds

Other than under the Limits of Insurance, and any rights or duties expressly assigned in this Coverage Form to you, the coverage afforded by this insurance contract applies:

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

8. Transfer of Rights of Recovery against Others to Us

If the insured has rights to recover all or part of any payment MEGA has made under this contract, such rights are transferred to MEGA. The insured cannot do anything after any "wrongful act" to adversely affect such rights. At MEGA's request, the insured shall bring "suit" or transfer those rights to MEGA and assist MEGA with enforcing them.

SECTION V - DEFINITIONS

1. "Administration" is defined as
 - a. Construing the "employee benefit programs";
 - b. Providing counsel to "employees" relative to the "employee benefit programs";
 - c. Handling records in association with the "employee benefit programs"; and
 - d. Carrying out enrollment, termination or cancellation of "employees" under the "employee benefit programs", but only if all such acts are approved by you.
2. "Advertising injury" is defined as injury originating from one or more of the following offenses in an advertisement that is published, broadcast or telecast:
 - a. Copyright, title or slogan infringement;
 - b. Written, oral, broadcast or telecast publication (including electronic forms of communication) of material that:
 - (1) Disparages a person's or organization's goods, products or services; or
 - (2) Slanders, libels or defames a person or entity;
 - c. Written, oral, broadcast or telecast publication (including electronic forms of communication) of material that breaches or invades a person's right of privacy; or
 - d. Misappropriation of advertising ideas or form of conducting business.
3. "Automobile" excludes "mobile equipment" but includes a land motor vehicle, trailer or semi-trailer intended for travel for on public roads (including any machinery or apparatus attached thereto).
4. "Bodily injury" is defined as bodily injury, disability, sickness or disease suffered by any person, including death from any of the foregoing at any time.
5. "Claim" is defined as a demand or notice for monetary or non-monetary relief, including summonses, pleadings or legal documents filed or served in association with a "suit," or notice of the initiation of a proceeding before the Massachusetts Commission Against Discrimination or any alternative dispute resolution proceeding (including arbitration), in connection with alleged damages due to "wrongful act(s)" by any insured to which this insurance contract's coverage applies. However, the term "claim" excludes any "administrative hearing" or any labor or grievance arbitration or other proceeding that is subject to a collective bargaining agreement.
6. "Contract period" is the contract period shown in the Declarations.
7. "Coverage territory" is the following:
 - a. The United States of America and its territories or possessions, Puerto Rico, and Canada, along with their territorial waters and airspace;
 - b. International waters or airspace, so long as the "bodily injury" or "property damage" does not happen during travel or transportation to or from any other country, state or nation; or
 - c. All other parts of the world if the damage or injury results from:
 - (1) Goods or products you made or sold by you in the territory identified in a. above;
 - (2) The activities of a person whose residence is in the territory identified in a. above, but is away for a short time on your business; or

- (3) "Personal injury" or "advertising injury" offenses that happen via the Internet or similar electronic forms of communication;

but only if the insured's duty to pay damages is decided in a "suit" on the merits, in the territory described in a. above, or through a settlement agreed to by MEGA.

8. "Employee" is defined as any paid or unpaid employee, including volunteer workers and student teachers teaching pursuant to their educational requirements, provided that such employee constitutes a "public employee" as defined by Massachusetts General Laws Chapter 258. A volunteer or call police officer or firefighter is a "volunteer worker". The term "employee" includes a "temporary worker", but excludes a "leased worker".
9. "Employee benefit program" is defined as the group health or accident insurance, group life insurance, group casualty insurance, social security and disability benefits insurance, retirement or pension plans, employee travel or vacation plans, employee deferred compensation plans, workers compensation insurance, employee savings plans, unemployment compensation, or comparable insurance or plans.
10. "Executive officer" is the "executive officer of a public employer" as by Massachusetts General Laws Chapter 258. However, for a school district or school department, the School Superintendent is regarded as the "executive officer" for the purposes of this Coverage Form.
11. "Hostile fire" is a fire that breaks out from where it was anticipated to be or which is uncontainable.
12. "Impaired property" is defined as tangible property (excluding "insured's work" or "insured's product") that cannot be used or is less useful for the reason that:
- a. It incorporates "insured's work" or "insured's product" that is known or believed to be faulty, deficient, dangerous or insufficient; or
 - b. You have not performed in accordance with the terms of an agreement or contract;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "insured's work" or "insured's product"; or
 - b. Your performing in accordance with the terms of the agreement or contract.
13. "Insured contract" consists of any of the following, either written or oral:
- a. A lease of premises;
 - b. A sidetrack agreement;

- c. An easement or license agreement relative to vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, but not in relation to construction or demolition activities on or within 50 feet of a railroad;
- e. An indemnification of a locality (i.e. city or town) as mandated by ordinance;
- f. An elevator maintenance agreement; or
- g. The portion of any other agreement or contract relating to your business under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or entity. For the purpose of this subparagraph, tort liability is a liability that would be imposed by law if an agreement or contract were nonexistent.

An "insured contract" excludes the portion of any agreement or contract:

- a. That indemnifies an engineer, architect or surveyor for injury or damage originating from:
 - (1) Preparing, approving or failing to prepare or approve drawings, change orders, opinions, reports, maps, surveys, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or
- b. That indemnifies any person or entity for damage caused by fire to premises that you rent, you borrowed, or were temporarily occupied by you with the owner's consent.

14. "Insured's product" consists of:

- a. Any goods or products, excluding real property, constructed, distributed, sold, handled or discarded by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or entity whose assets or business or assets you have acquired; and
- b. Containers (excluding vehicles), parts, materials or equipment provided in conjunction with such goods or products.

"Insured's product" includes:

- a. Representations or warranties or representations occurring at any time relative to the quality,

fitness, durability, performance or use of
"insured's product"; and

- b. Furnishing or failing to furnish provide warnings or instructions.

"Insured's product" includes water handled, sold, distributed, treated or disposed of by you.

"Insured's product" excludes vending machines or other property rented to or situated for the use of others but not sold.

15. "Insured's work" is defined as:

- a. Work or operations conducted by you or on your behalf; and
- b. Parts, materials or equipment provided as part of such work or operations.

"Insured's work" includes:

- a. Representations or warranties occurring at any time relative to the quality, fitness, durability, performance or use of; and
- b. Furnishing or failing to furnish provide warnings or instructions.

16. "Leased worker" is defined as a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform responsibilities connected to the operation of your business. The term "leased worker" excludes a "temporary worker".

17. "Loading or unloading" is defined as the handling of property:

- a. Subsequent to its transport from the place where it is accepted for movement into or onto an "automobile", watercraft or aircraft;
- b. During its location in or on an "automobile", watercraft or aircraft;
- c. During its transport from an "automobile", watercraft or aircraft to the place where it is ultimately delivered.

However, "loading and unloading" excludes the movement of property by way of a mechanical instrument (but not a hand truck) that is not affixed to the "automobile", aircraft or watercraft.

18. "Location" is defined as "premises" involving identical or adjacent lots or "premises" that are divided only by a public road or way, waterway or railroad right-of-way.

19. "Mobile equipment" is defined as a land vehicle (including any apparatus or machinery attached thereto), whether or not self-propelled and which is:

- a. Not subject to motor vehicle registration;
- b. Vehicles that travel on crawler treads;
- c. Maintained for use exclusively on premises owned by or rented to you, including the ways immediately adjoining;
- d. Designed for use primarily off public roads (such as bulldozers, farm machinery, or forklifts);
- e. Designed or maintained for the sole purpose of providing mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes; shovels; diggers and drills; concrete mixers (other than the mix-in-transit type); loaders; scrapers; graders; rollers and other road construction or repair equipment; pumps and generators including spraying, welding and building cleaning equipment; air compressors; cherry pickers and similar devices used to lift or lower workers; and geophysical exploration and well servicing equipment; or
- f. Vehicles not described through the foregoing a., b., c., d. or e. that are kept principally for purposes other than the conveyance of persons or cargo.

But, a self-propelled vehicle containing any of the following types of permanently attached equipment is regarded as an "automobile" and not "mobile equipment":

- a. Equipment designed mainly for:
 - (1) Road maintenance, but not for resurfacing or construction;
 - (2) Firefighting;
 - (3) Snow removal; or
 - (4) Street cleaning
- b. Cherry pickers and other apparatuses located on an automobile truck chassis and which is used to lift or lower workers; and
- c. Air compressors, pumps and generator (including welding, spraying, building cleaning, lighting, well servicing, and geophysical exploration equipment).

Any land motor vehicle, trailer or semi-trailer devised for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you is regarded as an "automobile" and not "mobile equipment" if the sole reason for deeming it "mobile equipment" is that it is maintained for use solely on streets or highways that you owned.

20. "Occurrence" is defined as an event, accident or offense, including ongoing or recurrent exposure to substantially the same general detrimental conditions. All "bodily injury", "property damage", "personal injury" and "advertising injury" originating from ongoing or recurrent exposure to substantially the same general detrimental conditions shall be considered as originating from a single "occurrence."

21. "Personal injury" is defined as:

- a. excluding a "bodily injury" and including injury originating from one or more of the following offenses:
 - (1) Invalid service of process;
 - (2) Assault and battery;
 - (3) False arrest, detention, imprisonment or malicious prosecution;
 - (4) Wrongful eviction from or wrongful entry into a dwelling, room or premises that is occupied by a person;
 - (5) Invasion of right of privacy;
 - (6) Written, oral, broadcast or telecast publication (including electronic forms of communication) of material (but not advertising) that invades or breaches a person's right of privacy; or
 - (7) Written, oral, broadcast or telecast publication (including electronic forms of communication) of material (but not advertising) that disparages a person's or entity's goods, services or products or libels, slanders or defames a person or entity.
- b. Injury that is not connected to the injury described in subparagraphs a.(1)-(7), to the reputation or feelings of a natural person, including but not limited to fright, humiliation, shock, mental anguish, emotional distress, and mental injury; or
- c. Injury as a result of assault and battery not committed by or at the direction of the insured unless performed for the purpose of avoiding or preventing or getting rid of danger to persons or property.

The term "personal injury" excludes injury that would otherwise be subject to coverage under this insurance contract under the definitions of "bodily injury" or "property damage".

22. "Pollutants" are defined as any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to vapor, soot, smoke, fumes, acids, alkalis, chemicals and waste.

23. "Premises" is defined as a parcel of land, along with any buildings, roads and ways thereon, but excludes public roads or ways not on such parcel of land irrespective of ownership.

24. "Products - completed operations hazard":

- a. Consists of all "personal injury", "bodily injury", and "property damage" originating from "insured's product" or "insured's work", but not the following:

- (1) Products that are still in your physical custody; or
- (2) Work that has not yet been finished or abandoned. However, "insured's work" will be regarded as finishing at the first of the following to occur:
 - (a) When all of the work required by your contract has been finished;
 - (b) When all of the work to be performed at the job site has been finished if your contract involves work at more than one job site; or
 - (c) When that part of the work performed at a job site has been put to its intended use by any person or entity other than another contractor or subcontractor working on the same project.

Work is regarded as finished if it is complete even though it may require maintenance, correction, repair, replacement or service.

- b. Excludes "personal injury", "bodily injury" or "property damage" originating from:

- (1) The moving of property unless the damage or injury originates from a condition in or on a vehicle not owned or operated by you, and such condition resulted from the "loading or unloading" of that vehicle by any insured;
- (2) Products or operations for which the classification in this insurance contract or in MEGA's rules manual includes finished operations or products; or
- (3) The presence of tools, uninstalled equipment or abandoned or unused materials.

25. "Property damage" is defined as:

- a. Physical injury to, resulting damage to, or destruction of tangible property, including

the loss of use resulting there from. All such loss of use shall be regarded as happening at the time of the physical injury that produced it; and

- b. Loss of use of tangible property that has not been physically injured, damaged or destroyed. All such loss of use shall be regarded as happening at the time of the "occurrence" that produced it.

26. "Suit" is defined as a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury," "advertising injury" or "employee benefit" pecuniary loss to which this coverage applies are asserted. "Suit" includes:

The term "suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution expenses or costs" are claimed and to which the insured is required to submit or submits with MEGA's assent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution expenses or costs" are claimed and to which the insured submits with MEGA's assent.

27. "Temporary worker" is defined as a person who is a replacement for a permanent "employee" on leave or to accommodate seasonal or short-term workload situations.