

# Coverage Part A

## Public Liability

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words **you** and **your** refer to the **Named Insured(s)** shown on the **Declarations Page** and any other person, entity or organization qualifying as a **Named Insured** under this Coverage Part. The words **we**, **us** and **our** refer to **Genesis Insurance Company**.

The word **Insured** means any person or organization qualifying under **SECTION II - WHO IS AN INSURED**.

The words and phrases that are in bold have special meaning. Please refer to **SECTION IV - DEFINITIONS** for their meaning or take note of the reference within the text.

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### SECTION I - COVERAGE

#### A. Insuring Agreement

1. Subject to the applicable **Limit(s) of Insurance** of this Coverage Part, **we** agree to indemnify the **Insured** for **ultimate net loss** in excess of the **retained limit** which the **Insured** becomes legally obligated to pay because of **bodily injury, personal injury, advertising injury, or property damage** which occurs during this policy period and to which this insurance applies. **Our** indemnification obligation shall not arise until the **Insured** itself has paid in full the entire amount of its **retained limit**. The **retained limit** must be paid by the **Insured**, and may not be paid or satisfied, in whole or in part, by any other source of payment, including but not limited to other insurance, or negated, in whole or in part, by any form of immunity to judgment or liability. No other obligation or liability to pay sums or perform acts or services is covered. The **Insured's** obligation to pay shall have been determined by judgment against the **Insured** after a contested **suit** or by written agreement, which has received **our** prior approval, between the **Insured(s)** and the claimant(s) or the claimant's legal representative.
2. This insurance applies to **bodily injury, personal injury, advertising injury, or property damage** which occurs during this policy period, provided that prior to this policy period, no **Insured** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS AN INSURED** or no person authorized by **you** to give or receive notice of an **occurrence** or claim, knew that the **bodily injury, personal injury, advertising injury, or property damage** had occurred, in whole or part. If such listed **Insured** or authorized person knew, prior to this policy period, that the **bodily injury, personal injury, advertising injury, or property damage** occurred, then any continuation, change or resumption of such **bodily injury, personal injury, advertising injury, or property damage** during or after this policy period will be deemed to have been known prior to this policy period and will not be covered hereunder.

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3. **Bodily injury, personal injury, advertising injury, or property damage** which occurs during this policy period and was not, prior to this policy period, known to have occurred by an **Insured** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS AN INSURED** or any person authorized by **you** to give or receive notice of an **occurrence** or claim, includes any continuation, change or resumption of that **bodily injury, personal injury, advertising injury, or property damage** after the end of this policy period.
4. **Bodily injury, personal injury, advertising injury, or property damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under paragraphs **A.** or **B.** 1., 2., or 3. of **SECTION II – WHO IS AN INSURED** or any person authorized by **you** to give or receive notice of an **occurrence** or claim:
  - a. Reports all, or any part, of the **bodily injury, personal injury, advertising injury, or property damage** to **us** or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of **bodily injury, personal injury, advertising injury, or property damage**; or
  - c. Actually or constructively becomes aware by any other means that **bodily injury, personal injury, advertising injury, or property damage** has occurred or had begun to occur.
5. Damages because of **bodily injury** which occurs during this policy period include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.
6. With respect to **your** liability for **bodily injury** which occurs during this policy period to **your** employees, **bodily injury** by disease must be caused or aggravated by the conditions of their employment by **you**. The employee's last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease must occur during this policy period. A separate **occurrence** shall apply to each accident or, with respect to disease, each employee.
7. Damages because of **bodily injury** or **personal injury** which occurs while insured by Genesis Insurance Company or Genesis Indemnity Insurance Company include damages resulting from **non-employment harassment**, including sexual molestation. All such **bodily injury** or **personal injury** shall be deemed to have occurred at the time of the initial **non-employment harassment** while insured by Genesis Insurance Company or Genesis Indemnity Insurance Company and all such **bodily injury** or **personal injury** shall be deemed to be one **occurrence** whether committed by the same perpetrator or two or more perpetrators acting in concert and without regard to the number of incidents of **non-employment harassment** taking place thereafter. The insurance provided does not apply to any **Insured** who is found by a court of law to have committed a criminal act of **non-employment harassment**.

In any event, the **bodily injury, personal injury, advertising injury, or property damage** must be caused by an **occurrence** and the **occurrence** must take place in the **coverage territory**.

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## B. Defense

We have no duty to defend any claim or **suit** but we shall have the right and you shall give us the opportunity to associate in the defense of any claim or **suit** against the **Insured** seeking damages for **bodily injury, personal injury, advertising injury, or property damage**, which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. In addition:

1. The **Insured**, or the **Named Insured** on the **Insured's** behalf, has the duty to defend any claim or **suit** seeking damages to which this insurance applies and shall be responsible for any **claim expenses** separate from and in addition to the **retained limit**.
2. When the **Insured's** legal obligation to pay **ultimate net loss** to which this insurance applies has been determined, and this amount is greater than the **retained limit**, then and only then will the **Insured** be entitled to make claim for indemnity under this Coverage Part. The **Insured** shall make such claim for indemnification as soon as practicable after it has paid or will pay the **retained limit**. We shall then indemnify the **Insured** for (a) the amount of such **ultimate net loss** in excess of the **retained limit** subject to the Coverage Part's relevant **Limit(s) of Insurance** set forth in the **Declarations Page** or in any endorsement and (b) for a portion of the **claim expenses** incurred by the **Insured**. Our portion of **claim expenses** shall be calculated using the following formula:  $[\text{ultimate net loss subject to indemnification by this Coverage Part} \div \text{total amount of ultimate net loss}] \times [\text{total claim expenses}]$ . This indemnity for a portion of the **Insured's claim expenses** shall be in addition to this Coverage Part's relevant **Limit(s) of Insurance** set forth in the **Declarations Page** or in any endorsement.
3. The **Insured** must obtain our prior written consent before offering or agreeing to pay an amount which exceeds the **retained limit** in order to settle any claim or **suit** seeking damages to which this insurance applies either in whole or in part.
4. We shall also have the right, but not the duty, to assume control in the defense of any claim or **suit** which, in our sole opinion, may create indemnification obligations for us under this Coverage Part. This assumption of control shall include, but not be limited to:
  - a. The investigation of any **occurrence, offense, claim or suit**;
  - b. The selection or retention of defense counsel;
  - c. The appeal of any judgment; or
  - d. The settlement of any claim or **suit**.

In the event we exercise our rights specified in this paragraph, the **Limit(s) of Insurance** and the **Insured's** responsibility to pay the **retained limit(s)** and handling of the **claim expenses** will remain unchanged as stated in the Coverage Part or as amended by Endorsement.

5. If we recommend to the **Insured** a settlement of any claim or **suit**, the amount of which exceeds the **retained limit(s)**, the **Insured** will in good faith attempt to settle the claim or **suit** with the claimant(s) or claimant's legal representative at or below the recommended settlement amount.

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**C. Exclusions**

This insurance does not apply to:

1. **Bodily injury** or **property damage** either expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property or, with respect to **your** law enforcement activities or **your** departmentally-approved law enforcement activities for others, to an act of the **Insured** (unless deemed to be a criminal act) within the arrest or incarceration process.
2. **Bodily injury, personal injury, advertising injury, or property damage** that the **Insured** is obligated to pay by reason of the assumption of liability in any contract or agreement. This exclusion does not apply to liability:
  - a. Assumed in a contract or agreement that is an **insured contract**; or
  - b. The **Insured** would have in the absence of the contract or agreement.
3. Liability imposed on the **Insured** or the **Insured's** insurer, under any of the following laws:
  - a. Employee Retirement Income Security Act (ERISA) of 1974, including any subsequent amendments or any similar federal, state or local law or regulations;
  - b. Any uninsured motorists, underinsured motorists, or automobile no-fault or first party **bodily injury or property damage** law;
  - c. Any workers compensation, unemployment insurance, social security or disability benefits law, or any similar law; or
  - d. Any obligation of the **Insured** under the Jones Act, general maritime law, the Federal Employers Liability Act, Federal Employee Compensation Act, the Defense Base Act or the U.S. Longshoremen and Harbor Workers Compensation Act.
4. Punitive or exemplary damages because of **bodily injury** to **your** employee while employed by **you** in violation of the law with **your** actual knowledge or the actual knowledge of **your** elected or appointed officials.
5. **Bodily injury, personal injury, advertising injury, or property damage** arising from **employment wrongful act(s)**.
6.
  - a. For other than the **automobile hazard, bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time.
  - b. For the **automobile hazard, bodily injury or property damage** arising directly or indirectly out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time:
    - (1) That are, or that are contained in any property that is:

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- (a) Being transported or towed by, handled, or handled for movement into, onto or from the covered **auto**;
  - (b) Otherwise in the course of transit by or on behalf of the **Insured**; or
  - (c) Being stored, disposed of, treated or processed in or upon the covered **auto**;
- (2) Before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **Insured** for movement into or onto the covered **auto**; or
  - (3) After the **pollutants** or any property in which the **pollutants** are contained are moved from the covered **auto** to the place where they are finally delivered, disposed of or abandoned by the **Insured**.

Paragraph b. (1) above only applies to liability assumed under a contract or agreement.

Paragraphs b. (2) and b. (3) above do not apply to **occurrences** that occur away from premises owned by or rented to an **Insured** with respect to **pollutants** not in or upon a covered **auto** if:

- (1) The **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a covered **auto**; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

c. Any loss, cost or expense arising directly or indirectly out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
- (2) Claim or **suit** by or on behalf of a governmental authority or others because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

Paragraphs a. and b. of this exclusion do not apply to:

- (1) **Bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**;
- (2) **Bodily injury** or **property damage** arising out of the unintentional discharge, dispersal, seepage, migration, release or escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of a covered **auto** or **mobile equipment** or its parts, if such fuels, lubricants or other operating fluids escape from the **auto** or **mobile equipment** part designed to hold, store or receive them; or

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- (3) **Bodily injury** if sustained within a building which is or was at any time owned or occupied by, or rented to loaned to, any **Insured**, but only so long as the **bodily injury**, was caused by smoke, fumes, vapors or soot from equipment used to heat, cool or dehumidify that building.
7. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of storm or waste sewage backup, escape or release.
8. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the ownership, operation, maintenance, use or entrustment to others of any aircraft, airfields, runways, hangars, buildings, or other properties in connection with any aviation activities or airports owned or operated by or rented or loaned to any **Insured**.

Use includes **loading or unloading**.

However, this exclusion does not apply to liability assumed under any **insured contract** for the ownership, maintenance or use of any aircraft.

9. **Personal injury or advertising injury** arising out of:
- a. Electronic or other publication, transmission, dissemination or storage of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
  - b. Electronic or other publication, transmission, dissemination or storage of material whose first publication, transmission, dissemination or storage took place before the beginning of the policy period;
  - c. The willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**; or
  - d. The infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
10. **Bodily injury, personal injury, advertising injury, or property damage**, however caused, arising, directly or indirectly, out of:
- a. War, including undeclared or civil war; or
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
11. **Property damage** to:
- a. Property owned, rented or occupied by any **Insured**;
  - b. Property loaned to any **Insured**;
  - c. Premises you sell, give away, or abandon, if the **property damage** arises out of any part of those premises; or

- d. Personal property in the care, custody, or control of any **Insured** except:
- (1) Property in the possession of persons at time of arrest or incarceration; or
  - (2) Damage sustained to property impounded, held or in bailment at **your police impound lot, parking lot and parking garage** operations. (For claims described in this exception, the Each **Occurrence** Limit and the Coverage Part Aggregate Limit of this Coverage Part as stated in **Item 3. Limit(s) of Insurance, Coverage Part A**, of the **Declarations** do not apply. Instead, a separate limit of insurance of \$500,000 Each **Occurrence** and \$500,000 Coverage Part Aggregate Limit, in excess of the **retained limit**, apply.)

Paragraph d. (2) above does not apply to:

- (a) Any liability resulting from any contractual obligation by which the **Insured** accepts responsibility for loss; or
  - (b) Loss due to theft or conversion caused in any way by **you** or **your** employees.
12. **Property damage to your product** arising out of it or any part of it.
13. **Property damage to your work** arising out of it or any part of it and included in the **products-completed operations hazard**.
14. **Property damage to impaired property** or property not physically injured, arising out of:
- a. A defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or
  - b. A delay or failure by **you** or anyone acting on **your** behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

15. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The use of, sale of, installation of, removal of, abatement of, distribution of, containment of, or exposure to asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - b. The actual or threatened abatement, mitigation, removal or disposal of asbestos, asbestos products, asbestos-containing material, asbestos fibers, or asbestos dust;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. and b. above; or
  - d. Any obligation of the **Insured** to indemnify or contribute with any party in connection with subparagraphs a. b. or c. above.

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16. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.
17. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. The toxic or pathological properties of lead, lead compounds or lead contained in any materials;
  - b. The actual or threatened abatement, mitigation, removal or disposal of lead, lead compounds or materials containing lead;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with parts a. or b. above; or
  - d. Any obligation of the **Insured** to indemnify or contribute with any party in connection with subparagraphs a. b. or c. above.
18. **Bodily injury, personal injury, advertising injury, or property damage** arising directly or indirectly out of, resulting from, caused by or contributed to by:
- a. Any **fungus(es)** or **spore(s)**;
  - b. Any solid, liquid, vapor, or gas produced by or arising out of any **fungus(es)** or **spore(s)**;
  - c. Any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
  - d. Any intrusion, leakage, or accumulation of water or any other liquid that contains, harbors, nurtures or acts as a medium for **fungus(es)** or **spore(s)**;
  - e. The actual or threatened abatement, mitigation, removal or disposal of **fungus(es)** or **spore(s)** of any material, product, building component, or building structure that contains, harbors, nurtures or acts as a medium for any **fungus(es)** or **spore(s)**;
  - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a., b., c., d., or e. above; or
  - g. Any obligation of the **Insured** to indemnify or contribute with any party in connection with subparagraphs a., b., c., d., e., or f. above.

Exception: This Exclusion 18., parts a., b., c., and d. are subject to a limited exception for such **ultimate net loss** otherwise covered by the terms and conditions of this Coverage Part in excess of the **retained limit**. This limited exception provides only the following separate sub limit of insurance: (a) \$100,000 each **Occurrence**, subject to (b) \$200,000 in the Aggregate for all policy periods insured by Genesis Insurance Company or Genesis Indemnity Insurance Company.

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Notwithstanding **SECTION I - B. 2.** or any other term or condition contained in this policy including any endorsement, under no circumstances will this limited exception to Exclusion 18. provide indemnification for **claim expenses** or any other expense incurred in the defense of such claim or **suit**, nor will such amounts serve to erode the **retained limit**.

19. **Bodily injury, personal injury, advertising injury, or property damages** arising out of any land use issue, including but not limited to, condemnation, inverse condemnation, adverse possession, dedication by adverse use, or disputes involving the application of impact or linkage fees. This includes, but is not limited to takings and partial takings of private property resulting from the application of a land use, zoning, building, subdivision or similar ordinance or regulation.
20. **Bodily injury, personal injury, advertising injury, or property damages** arising from the complete or partial failure to adequately supply gas, oil, water, electricity or steam. However, this exclusion does not apply if the failure to supply results from the sudden and accidental injury to tangible property owned or used by any **Insured** to procure, produce, process, store or transmit the gas, oil, water, electricity or steam.
21. **Bodily injury, personal injury, advertising injury, or property damages** arising from subsidence, settling, sinking, slipping, falling away, caving in, shifting, eroding, mud flow, rising, tilting, or any other land or earth movement, including earthquake.
22. **Bodily injury, personal injury, advertising injury, or property damages** arising from any investigation, claim, **suit** or other proceeding seeking relief or redress in any form other than money damages, including but not limited to, costs, fees, or expenses which the **Insured** may become obligated to pay as a result of a consent decree, settlement or adverse judgment for declaratory relief or injunctive relief.
23. **Bodily injury, personal injury, advertising injury or property damage** arising out of or in connection with the operation of any hospital, nursing home, continuum of care facility or other health care facility in which overnight care is provided or any medical facility which is, in whole or in part, owned, managed or operated by such hospital, nursing home, or other overnight health care facility. This exclusion applies to liability which the **Insured** has assumed under any contract arising out of or in connection with the operation of any hospital, nursing home, or other overnight health care facility, or any medical facility which is, in whole or in part, owned, managed or operated by any hospital, nursing home, or other overnight health care facility.
24. Note: The following exclusion does not apply to the extent coverage is provided by the Medical Incident Liability endorsement when attached to this policy.

**Bodily injury, personal injury, advertising injury, or property damages** arising out of the rendering of or failure to render medical or paramedical services to persons:

- a. By any physician, physician assistant, dentist, nurse, emergency medical technician, first aid attendant or paramedic who is employed by **you** to provide such services;
- b. By any third party emergency medical technician, first aid attendant or paramedic providing services to **you** under a mutual aid agreement; or
- c. In any correctional facility, juvenile detention facility or jail.

This exclusion does not apply to any police officer, firefighter or employee, other than those referenced in paragraph a. above

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25. **Bodily injury, personal injury, advertising injury, or property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, congestion of, contact with, exposure to existence of, or presence of:
- a. **Silica, silica-related dust**, exposure to silica or the use of silica;
  - b. Any damages or any loss, cost or expense arising, in whole or in part, out of any
    - (1) Claim or suit by or on behalf of any governmental authority or any other alleged responsible party because of, or
    - (2) Request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be, or should be responsible for:
      - (a) Assessing the presence, absence or amount or effects of **silica or silica-related dust**;
      - (b) Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, neutralizing, treating, detoxifying, remediating, neutralizing, abating, disposing of or mitigating silica; or
      - (c) Responding to **silica or silica-related dust** in any way other than as described in (2) (a) and (b) above;
  - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs a. or b. above; or
  - d. Any obligation of the Insured to indemnify or contribute with any party in connection with subparagraphs a., b., or c. above.
26. **Bodily injury, personal injury, advertising injury, or property damage** arising out of the loss of, loss of use of, damages to, corruption of, inability to access, or inability to manipulate **electronic data**.

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## SECTION II - WHO IS AN INSURED

- A. **You are an Insured.**
- B. Each of the following is an **Insured** while acting within the scope of their duties as such:
- 1. All persons who were, are now, or shall be **your** lawfully elected, appointed or employed officials.
  - 2. Current or former commissions, boards or other entities, including their current or former members, under **your** exclusive operation and jurisdiction.
  - 3. All of **your** current or former employees.
  - 4. All persons who perform a service on a volunteer basis for **you**, provided such performance is under **your** direction and control. This does not include any person working on retainer or as an independent contractor.

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5. All persons, entities, or organizations providing service to **you** under any mutual aid or similar agreement.
6. The estate of any person in 1. through 5. above.

C. Any person, entity, or any organization while acting as **your** real estate manager.

D. Any person, entity, or any organization **you** are required by an **insured contract** to include as an **Insured**, provided the **occurrence** is caused, in whole or in part, by **you** or **your** agents or subcontractors acting on **your** behalf. This insurance shall be limited to the extent of coverage and Limits of Liability required by the **insured contract** and shall not increase the limits stated in **SECTION III - LIMIT(S) OF INSURANCE** or alter any of the terms of coverage stated in this Coverage Part. The **insured contract** must be effective and executed prior to a covered **occurrence**.

E. With respect to:

**Mobile equipment** or any **auto**, any person is an **Insured** while driving such **auto** or **mobile equipment** with **your** permission. Any person, entity, or organization responsible for the conduct of such person is also an **Insured**, but only with respect to **bodily injury** or **property damage** arising out of the operation of the **auto** or **mobile equipment**.

However, the owner or anyone else from whom **you** hire or borrow an **auto** is an **Insured** only if that **auto** is a trailer connected to an **auto you** own.

However, no person, entity, or organization is an **Insured** under this paragraph E. with respect to:

1. **Property damage** to property owned by **you** or the employer of any person who is an **Insured** under this provision;
2. Any **auto you** hire or borrow from one of **your** employees, volunteers or members of their households, if they are the owner of such **auto**, unless acting within the scope of their duties on **your** behalf;
3. Any **auto** being used by a person employed in the business of selling, servicing, repairing, or parking **autos** unless they are **your** employees; or
4. The movement of property to or from an **auto** except **you, your** employees, lessees or borrowers of such **auto**, and any employee of the lessees or borrowers.

F. Any entity or organization **you** newly acquire or form and over which **you** have exclusive jurisdiction will qualify as a **Named Insured** if there is no other similar insurance available to that entity or organization.

However:

1. Coverage under this provision is afforded only until the 90th day after **you** acquire or form the entity or organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to **bodily injury** or **property damage** that occurred before **you** acquired or formed the entity or organization; and
3. Coverage does not apply to **personal injury** or **advertising injury** arising out of an **offense** committed before **you** acquired or formed the entity or organization.

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- G. No person, entity, or organization is an **Insured** with respect to the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the **Declarations Page**.
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### SECTION III - LIMIT(S) OF INSURANCE

- A. The **Limit(s) of Insurance** shown in **Item 3.** of the **Declarations Page** and the rules below fix the most we will indemnify the **Insured** under this Coverage Part regardless of the number of:
1. **Insureds;**
  2. Claims made or **suits** brought; or
  3. Persons or organizations making claims or bringing **suits**.
- B. 1. The each **occurrence Limit of Insurance** is the most we will indemnify the **Insured** for **ultimate net loss** under **Coverage Part A** for any single **occurrence**.
2. Subject to subparagraph **B. 1.** above, the **Coverage Part A** Aggregate Limit is the most we will indemnify the **Insured** for all **ultimate net loss** during the policy period for all covered **occurrences**, except **ultimate net loss** because of **bodily injury** or **property damage** arising from the **automobile hazard**.
- C. The each **occurrence Limit of Insurance** and the **Coverage Part A** Aggregate Limit apply to **ultimate net loss** in excess of the **retained limit** shown on the **Declarations Page, Item 2., Schedule of Retained Limit(s), Coverage Part A**, and will not be reduced by the **retained limit**.
- D. The **Limit(s) of Insurance** applies separately to each consecutive annual period, and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown on the **Declarations Page**, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the **Limit(s) of Insurance**.
- E. If any **occurrence** covered in whole or in part under **Coverage Part A** of this policy (or any preceding or succeeding policy issued by Genesis Insurance Company or Genesis Indemnity Insurance Company) also constitutes a **wrongful act(s)** covered in whole or in part under **Coverage Part B** of this policy (or any preceding or succeeding policy issued by Genesis Insurance Company or Genesis Indemnity Insurance Company), then only the Coverage Part with the higher limits for the each **occurrence (Coverage Part A)** or each **claim(s) (Coverage Part B) Limit(s) of Insurance** as listed on the **Declarations Page** or any Endorsement, and its corresponding **retained limit**, will apply. If the each **occurrence (Coverage Part A)** and the each **claim(s) (Coverage Part B) Limit(s) of Insurance** as listed on the **Declarations Page** or any Endorsement are equal, only one limit will still apply and it will be the each **occurrence (Coverage Part A) Limit(s) of Insurance** and its corresponding **retained limit**.

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## SECTION IV - DEFINITIONS

**A. Advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following **offenses** committed in the course of advertising **your** goods, products or services:

1. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
2. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy;
3. Misappropriation of advertising ideas or style of doing business; or
4. Infringement of another's copyright, trade dress or slogan in **your** advertisement

**B. Auto** means:

1. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, an **auto** does not include **mobile equipment**.

**C. Automobile hazard** means **bodily injury** or **property damage** arising out of the ownership, use (including maintenance or repair), **loading or unloading** of any **auto**.

**D. Bodily injury** means bodily injury, sickness, disease, shock, fright, mental injury or anguish, emotional distress or disability sustained by a natural person, including death resulting from any of these at any time. It also includes **bodily injury** arising out of the rendering of or failure to render medical or paramedical services to persons by any police officer, firefighter or employee, in an occupation other than referenced in Exclusion 24. a.

**E. Claim expenses** mean:

1. Claim investigation costs;
2. Legal expenses; or
3. Litigation costs, including but not limited to **pre-judgment interest** and **post-judgment interest** as required by law on awards and judgments and the cost of bonds to release attachments or to appeal without any obligation to furnish such bonds;

which are reasonable in amount and can be directly allocated to the defense of an **Insured** against a specific claim or **suit** to which this Coverage Part applies.

**Claim expenses** also includes reasonable attorney fees and necessary litigation expenses incurred which are the **Insured's** obligation under an **insured contract** in the defense of an indemnitee or incurred by an indemnitee at the **Insured's** request.

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**Claim expenses** do not include salaries and expenses of any **Insured** (including affiliate or subsidiary organizations of any **Insured**), annual retainers, overhead, and any fees paid for claim administration.

**F. Coverage territory** means anywhere in the world if the **Insured's** responsibility to pay damages is determined in a **suit** on the merits brought in the United States of America (including its territories and possessions), Puerto Rico or Canada.

**G. Electronic data** means information, facts or programs stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**H. Employment-related harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against a present or former employee of, or an applicant for employment with, the **Named Insured**.

**I. Employment wrongful act(s)** means any actual or alleged error or misstatement or misleading statement, act or omission, neglect, negligence or breach of duty by an **Insured** against a present or former employee of, or an applicant for employment with, the **Named Insured**, including, but not limited to, refusal to employ, termination of employment, wrongful demotion, wrongful failure to promote, negative evaluation, hostile work environment, reassignment, wrongful discipline, defamation, humiliation, false arrest, false imprisonment, coercion, libel, slander, retaliation, invasion of privacy, failure to grant tenure, **employment-related harassment** or discrimination.

**J. Fungus(es)** includes, but is not limited to, any form or type of mold, mushroom or mildew.

**K. Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.

**L. Impaired property** means tangible property, other than **your product** or **your work** that cannot be used or is less useful because:

1. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
2. **You** have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

1. The repair, replacement, adjustment or removal of **your product** or **your work**; or
2. **Your** fulfilling the terms of the contract or agreement.

**M. Insured contract** means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement except in connection with:
  - a. Vehicle or pedestrian private railroad crossings at grade; or
  - b. Construction or demolition operations on or within 50 feet of a railroad;

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4. A mutual aid assistance agreement or contract between political subdivisions;
5. An elevator maintenance agreement;
6. Any law enforcement service agreement for anyone other than **you** provided such agreement has received **your** departmental approval;
7. That part of any other contract or agreement pertaining to **your** operation under which **you** assume the **tort liability** of another because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused in whole or in part, by **you** or **your** agents or subcontractors acting on your behalf, if the contract or agreement is made prior to the **bodily injury** or **property damage**; or
8. That part of any contract or agreement entered into, as part of the **Insured's** operation, by the **Insured** or any of the **Insured's** employees pertaining to the rental or lease of any **auto**.

An **insured contract** does not include that part of any contract or agreement:

1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - a. Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - b. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
2. Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the **Insured's** rendering or failure to render professional services, including but not limited to, those listed in paragraph 1.a. above and supervisory, inspection or engineering services;
3. That indemnifies any person or organization for damage by fire to premises rented or loaned to **you**;
4. That pertains to the loan, lease or rental of an **auto** to the **Insured** or any of the **Insured's** employees, if the **auto** is loaned, leased or rented with a driver; or
5. That holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for the **Insured's** use of a covered **auto** over a route or territory that a person or organization is authorized to serve by public authority.

**N. Loading or unloading** means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, **auto** or **mobile equipment**;
2. While it is in or on an aircraft, watercraft, **auto** or **mobile equipment**; or
3. While it is being moved from an aircraft, watercraft, **auto** or **mobile equipment** to the place where it is finally delivered;

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but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, **auto** or **mobile equipment**.

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

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises **you** own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles whether self-propelled or not, with permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1., 2., 3., or 4. immediately preceding that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1., 2., 3., or 4. of this section maintained primarily for purposes other than the transportation of persons or cargo.

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

- a. Equipment designed primarily for:
  - (1) Snow removal;
  - (2) Road maintenance, but not construction or resurfacing; or
  - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobiles or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

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**P. Non-employment harassment** means actual or alleged unwelcome or offensive verbal or physical conduct, including sexual molestation, against anyone other than a present or former employee of, or an applicant for employment with, the **Named Insured** and shall include any alleged failure to prevent such conduct.

**Q. Occurrence** means:

1. With respect to **bodily injury** and **property damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
2. With respect to **personal injury** and **advertising injury**, an **offense** or series of related **offenses**.

**R. Offense** means any of the **offenses** included in the definitions of **advertising injury** or **personal injury**.

**S. Parking lot and parking garage** mean:

1. Those areas **you** own and operate that are used by the general public, including **your** employees, to park **autos** or **mobile equipment** whether or not a fee is charged; and
2. Those areas where **you**, or an **Insured** on **your** behalf, are exercising physical control over such **autos** or **mobile equipment** or otherwise where **your** legal liability has been established.

**T. Personal injury** means injury, other than **bodily injury**, arising out of one or more of the following **offenses** from the conduct of **your** operations:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor,
4. Electronic or other publication, transmission, dissemination or storage of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;  
or
5. Electronic or other publication, transmission, dissemination or storage of material that violates a person's right of privacy.

**Personal injury** also includes the following **offenses**, but only with respect to **your** law enforcement activities or **your** departmentally approved law enforcement activities for others:

6. Assault and battery;
7. Violation of civil rights;
8. Violation of property rights;
9. Erroneous service of process; or

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10. Failure of **your** law enforcement department and its employees to follow departmentally approved policy(ies) or procedure(s).
- U. **Police impound lot** means those locations **you** own or operate, where **autos** or **mobile equipment** that are seized pursuant to law are stored. **Police impound lot** also includes that portion of the roads or on the ways adjacent to these locations.
- V. **Pollutants** means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned, or reclaimed.
- W. **Post-judgment interest** means interest of the full amount of any settlement, verdict, award or judgment that accrues after entry of the settlement, verdict, award or judgment and before **we** have paid, offered to pay, or deposited in court the part of the settlement, verdict, award or judgment that is within the applicable **Limit(s) of Insurance**.
- X. **Pre-judgment interest** means interest added to a settlement, verdict, award or judgment based on the amount of time prior to the settlement, verdict, award or judgment whether or not made part of the settlement, verdict, award or judgment.
- Y.
1. **Products-completed operations hazard** includes all **bodily injury** and **property damage** occurring away from premises **you** own or rent and arising out of **your product** or **your work** except:
    - a. Products that are still in **your** physical possession, or
    - b. Work that has not yet been completed or abandoned.
  2. **Your work** will be deemed completed at the earliest of the following times:
    - a. When all of the work called for in **your** contract has been completed.
    - b. When all of the work to be done at the site has been completed if **your** contract calls for work at more than one site.
    - c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.  
Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
  3. This hazard does not include **bodily injury** or **property damage** arising out of:
    - a. The transportation of property unless the injury or damage arises out of a condition in or on a vehicle created by the **loading or unloading** of it;
    - b. The existence of tools, uninstalled equipment or abandoned or unused materials.

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**Z. Property damage** means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that has not been physically injured. All such loss of use shall be deemed to have occurred at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

**AA. Retained limit** means the amount as shown in **Item 2, Coverage Part A** of the **Declarations Page, Schedule of Retained Limit(s)**. This amount applies to each and every **occurrence**, and:

1. Shall be comprised only of **ultimate net loss**. The **Insured** shall be responsible for all **claim expenses** incurred without any right to indemnification in accordance with this Coverage Part's terms and conditions until the **retained limit** is exhausted as a result of the **ultimate net loss**;
2. Shall not be impaired by any claims or parts of claims brought against the **Insured** for coverages which are not included in the terms of this Coverage Part; and
3. Payment of the **retained limit** may not be satisfied by any other insurance or negated in whole or part by any form of immunity to judgment or liability.

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

**CC. Silica-related dust** means a mixture or combination of silica and other dust or particles.

**DD. Spore(s)** include any reproductive body produced by or arising out of any **fungus(es)**.

**EE. Suit** means a civil proceeding in which damages because of **bodily injury, personal injury, advertising injury, or property damage** to which this Coverage Part applies are alleged. **Suit** includes:

1. An arbitration proceeding alleging such damages; or
2. Any other alternative dispute resolution proceeding alleging such damages.

**FF. Tort liability** means a liability that would be imposed by law for injury or damage to persons or property in the absence of any contract or agreement.

**GG. Ultimate net loss** means the total amount of damages, including any punitive or exemplary damages when not against public policy and attorney fees awarded in favor of third parties, the **Insured** is legally liable to pay because of **bodily injury, personal injury, advertising injury, or property damage**. **Ultimate net loss** shall be established after a contested **suit** or by a compromise settlement to which **we** have previously agreed in writing. **Ultimate net loss** shall be reduced by any recoveries or salvages which have been paid to or collected by **us**. However, the amount of **ultimate net loss** shall not include any **claim expenses** incurred in the defense of a claim or **suit** by any **Insured**, by **us** or by any underlying insurer.

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**HH. Your product means:**

1. Any goods, or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - a. **You;**
  - b. Others trading under **your** name; or
  - c. A person or organization whose business or assets **you** have acquired; and
2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product includes:**

1. Its design, formulation, construction or manufacture;
2. Warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **your product**; and
3. The providing of or failure to provide warnings or instructions.

**Your product** does not include property rented to or located for the use of others but not sold.

**II. Your work means:**

1. Work or operations performed by **you** or on **your** behalf; and
2. Materials, parts or equipment furnished in connection with such work or operations.

**Your work includes:**

1. Its design, formulation or construction;
2. Warranties or representations made at any time with respect to the fitness, quality, durability, or performance of **your work**; and
3. The providing of or failure to provide warnings or instructions.

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