



## WORKPLACE LIABILITY COVERAGE PART

In consideration of the premium and subject to the **COI** and the General Terms and Conditions, the parties agree as follows:

### I. **INSURING AGREEMENTS**

#### A. Bodily Injury and Property Damage Liability Coverage

1. Subject to Paragraph 2., below, we will pay on behalf of an **insured, damages** up to the applicable Limit of Liability as a result of a **claim** for **bodily injury** or **property damage** caused by an **occurrence** at the **workplace** provided that:

- (i) the **bodily injury** or **property damage** occurs during the **policy period**; and
- (ii) prior to the **policy period**, no **insured** knew the **bodily injury** or **property damage** had occurred, in whole or in part.

If any **insured** knew, prior to the **policy period**, that any **bodily injury** or **property damage** caused by the same **occurrence** had occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

An **insured** will be deemed to know that **bodily injury** or **property damage** occurred at the earliest time when such **insured**:

- (a) reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;
- (b) becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur; or
- (c) knew or should have known of a **claim** or an **occurrence** that may give rise to a **claim**.

#### 2. Fire and Water Legal Liability Sublimit

Notwithstanding the foregoing, we will only pay up to the Fire and Water Legal Liability Sublimit of Liability set forth on the **COI**, for the **named insured's** legal liability for **property damage** to property the **named insured** does not own or in which the **named insured** does not have a financial interest:

- (i) caused by fire;
- (ii) caused by discharge, leakage or overflow of water or steam from a plumbing, heating, refrigeration or air conditioning system; or
- (iii) caused by rain which enters directly into the building through open doors, windows, skylights, transoms or ventilators;

provided that the **named insured** does not assume liability under a contract or agreement greater than is imposed by law. The **property damage** must be caused by an **occurrence** that happens at the **workplace** during the **policy period**.

#### B. Personal and Advertising Injury Liability Coverage

We will pay on behalf of an **insured, damages** up to the applicable Limit of Liability as a result of a **claim** for **personal and advertising injury** provided that:

- (i) the **personal and advertising injury** is caused by an offense committed at the **workplace**; and
- (ii) the offense was first committed during the **policy period**.

An offense will be deemed first committed on the date of the first utterance or dissemination; or if there is no dissemination or utterance, on the first date of the activity giving rise to a **claim**.

We will pay **defense costs** in connection with a covered **claim** in A or B above. Such **defense costs** are in addition to the applicable Limit of Liability.



## II. SUPPLEMENTARY BENEFIT

The following Supplementary Benefit is in addition to, and will not reduce, the Professional Liability (“PL”) Aggregate Limit of Liability. Our obligation to make Supplementary Benefit payments will end upon exhaustion of the PL Aggregate Limit of Liability.

### Non-Patient Medical Expenses

Regardless of fault, we will pay **medical expenses** up to the limit set forth in the **COI**, for **bodily injury** to a non-patient natural person caused by an **accident**, provided the **accident** took place at the **workplace** during the **policy period** and:

- (i) the **accident** must be reported to us no later than one (1) year after the date of the **accident**;
- (ii) such **medical expenses** are incurred or medically ascertained no later than one (1) year after the date of the **accident**;
- (iii) any written request for payment of **medical expenses** must be sent to us no later than one (1) year after the date of the **accident**; and
- (iv) the injured person, or their duly appointed health care representative, must provide written proof of such **bodily injury** as soon as practicable, including duly executed authorizations for the release of medical records and other information regarding all alleged **bodily injury**.

## III. COVERAGE PART DEFINITIONS

Any defined word not defined in this Coverage Part will have the meaning assigned to it in the General Terms and Conditions.

**Agent** means:

- (i) with respect to a **governmental entity**, an individual acting in his/her/their capacity as its appointed or elected official; or
- (ii) with respect to a **representative entity**, an individual acting in his/her/their capacity as its director or officer.

**Arbitration proceeding** means any formal alternative dispute resolution proceeding or administrative hearing to which an **insured** is required to submit by statute or court rule, or to which an **insured** has submitted with our consent.

**Bodily injury** means any actual or alleged bodily injury, sickness, disease or death sustained by a natural person; mental injury or mental anguish sustained by a natural person at any time, if such mental injury or mental anguish results as a consequence of such bodily injury, sickness or disease to such natural person.

**Claim** means a written demand for **damages** made against an **insured**, provided such demand is brought by a natural person (or such natural person’s family member, legal guardian, estate, dependent, or beneficiary) or entity to whom the **insured** is legally liable.

**Claim** does not include any:

- (i) subpoena, request for records, variance report, or any other report made for loss prevention purposes;
- (ii) demand or action seeking solely non-monetary or injunctive relief;
- (iii) criminal complaint or criminal proceeding, regardless of the allegations made against any **insured**;
- (iv) **HIPAA proceeding**; or
- (v) **governmental or representative entity matter**.

**COI** means Certificate of Insurance.

**Employee** means a person whose work is engaged and directed by a **named insured**, including: any permanent, part-time, seasonal, leased or loaned workers, students, and volunteers.

**Employee benefits program** means a program providing any of the following benefits to **employees**:

- (i) group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to those **employees** who satisfy the plan's eligibility requirements;
- (ii) profit sharing plans, savings plans, stock ownership plans, pension plans and stock subscription plans; provided that no one other than an **employee** may subscribe to such benefits and such benefits are made generally available to all **employees** who are eligible under the plan for such benefits;
- (iii) unemployment insurance, social security benefits, workers' compensation and disability benefits; or
- (iv) vacation plans, including buy and sell programs; leave of absence programs; tuition assistance plans; and transportation and health club subsidies.

**ERISA** means any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (including the Consolidated Omnibus Budget Reconciliation Act of 1985)(COBRA) or similar laws, including United States federal, state and local statutory law, and any rules, regulations and amendments of such law or any such equivalent or similar foreign law.

**Fungi** means any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of fungi. **Fungi** will not include any fungi intended by an **insured** for human consumption.

**Governmental entity** means any federal, state, local, tribal, or foreign governmental entity, agency, body, program, or like authority.

**Governmental or representative entity matter** means any **proceeding**, or written or oral demand brought, in whole or in part, by or on behalf of any **governmental entity** or **representative entity** or any **agents** thereof:

- (i) arising out of any actual or alleged injury or damage to its citizens, residents, or members; and
- (ii) seeking to recover, in whole or in part, costs or expenses paid by, or to be incurred by, such entity.

**Insured** means any natural person or entity acting in such capacity as:

- (i) the **named insured** natural person;
- (ii) the **named insured** entity;
- (iii) the **named insured** entity's current and former partners, officers, directors, or managers, but only while acting within the scope of their duties on behalf of the **named insured** entity and in the normal course of conduct of the **named insured** entity's business;
- (iv) the **named insured** entity's **employees**, but only for acts within the scope of their employment by the **named insured** entity and while performing duties related to the conduct of the **named insured** entity's business;
- (v) any substitute healthcare provider with whom the **named insured** entity contracts, but only while acting within the scope of such substitute healthcare provider's duties on behalf of the **named insured** entity and in the normal course of conduct of the **named insured** entity's business;

**Insured** will not include:

- (a) nurse-midwife or midwife;
- (b) physician, dentist, chiropractor, or podiatrist; or
- (c) self-employed perfusionist;

**Insured contract** means:

- (i) a contract for a lease of business premises, provided that portion of the contract for a lease of premises that indemnifies any person or entity for damage by fire to premises while rented to the **named insured** or temporarily occupied by the **named insured** with permission of the owner is not an **insured contract**;
- (ii) a sidetrack agreement;
- (iii) any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (iv) an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- (v) an elevator maintenance agreement; or
- (vi) that part of any other contract or agreement pertaining to the **named insured's** business, including an indemnification of a municipality in connection with work performed for a municipality, under which the **named insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third party if the contract or agreement is made prior to the **bodily injury** or **property damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**Microbes** mean any non-fungal microorganism or non-fungal organism that causes infection or disease including: bacteria; viruses; protozoa; archaea; protein (e.g. prions), or any colony or group of the foregoing. **Microbes** include any spores, mycotoxins, odors, or any other substances, products, or by-products produced by, released by, or arising out of the current or past presence of microbes.

**Proceeding** means any civil proceeding in which **damages** for injury to which this insurance applies are alleged, including:

- (i) an **arbitration proceeding** seeking **damages**; or
- (ii) any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the **insured** submits with our consent.

**Professional services** has the meaning as defined in the applicable Professional Liability Coverage Part of this policy.

**Related claim** means with respect to:

- (i) **bodily injury** or **property damage** coverage, all **claims** arising out of the same **occurrence** or **related occurrences**;
- (ii) **personal and advertising injury** coverage, all **claims** arising out of the same offense or arising out of **related offenses**.

**Related occurrences** mean all **occurrences** giving rise to **bodily injury** or **property damage** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, or events.

**Related offenses** mean all offenses giving rise to **personal and advertising injury** that are based on, arising out of, or are logically or causally connected by the same, or any related or common, or a series of related or common, facts, circumstances, transactions, situations, or events.

**Representative entity** means any union, insurance fund, private insurance company, or such similar or like entity.

#### **IV. COVERAGE PART EXCLUSIONS**

A. Exclusions Applicable to Bodily Injury and Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

BUSINESS OR PROFESSION OTHER THAN PROFESSIONAL SERVICES

based on, or arising out of, liability an **insured** has for a business or profession, outside of the profession(s) set forth in the **COI**;

CONTRACTUAL LIABILITY

based on, or arising out of, any liability for **bodily injury** or **property damage** you assume under any contract or agreement; provided, however, this exclusion will not apply to liability the **insured** would have in the absence of the contract or agreement or to liability for **bodily injury** or **property damage** voluntarily undertaken in an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of such **insured contract**.

Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by, or for, a party other than an **insured** are deemed to be **damages** provided:

- (i) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and
- (ii) such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged;

DISCRIMINATION

based on, or arising out of, any actual or alleged **discrimination**, humiliation or **harassment**, that includes but will not be limited to **claims** based on an individual's race, creed, color, age, gender identity or expression, national origin, religion, disability, marital status, genetic information, political ideology, sex, sex characteristics or sexual orientation;

EMPLOYEE BENEFITS PROGRAM, ERISA, PROFESSIONAL SERVICES

based on, or arising out of, any **employee benefits program**, **ERISA**, or **professional services**;

FUNGI OR MICROBES

based on or arising out of:

- (i) any actual, alleged, or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi** or **microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi** or **microbes**;
- (ii) any actual or alleged **property damage** caused by water where there also exists any **property damage** arising out of or relating to, in whole or in part, the actual, alleged or threatened contaminative, infectious, pathogenic, toxic or other hazardous properties of **fungi** or **microbes** by any means, including inhalation of, ingestion of, contact with, exposure to, existence of, transmission of or growth or presence of any **fungi** or **microbes**; or
- (iii) any:
  - (a) request, demand, or order that you or others undertake the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of **fungi** or **microbes** by any **insured** or by anyone else; or
  - (b) any **claim** or other proceeding by or on behalf of a government authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to, or assessing, remediating, or disposing of, or in any way responding to or assessing the effects of any **fungi** or **microbes**.

This exclusion applies regardless of any other cause or event that contributes concurrently, or in any sequence, to such injury or damage, loss, cost or expense;

INSURED AGAINST INSURED

with respect to any **claim** initiated, alleged, or caused to be brought by or on behalf of any **insured** against any other **insured**;

LEAD

based on, or arising out of:

- (i) any actual, alleged, or threatened contaminative, pathogenic, toxic, or other hazardous properties of **lead**; or
- (ii) any:
  - (a) request, demand, or order that any **insured** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effect of **lead**; or
  - (b) **claim** or other proceeding by or on behalf of a government authority or others for the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of **lead**.

RESIDENTIAL OR PERSONAL LIABILITY

based on, or arising out of: (1) any liability associated with the personal residence of an **insured**; or (2) any personal liability of an **insured** that is not directly associated with an **insured's** performance of the profession(s) set forth in the **COI**, including personal liability that arises on the premises where an **insured** performs its profession.

WRONGFUL EMPLOYMENT PRACTICES

based on, or arising out of, any actual or alleged matter relating to the responsibilities, obligations or duties of an employer to any **employee**, or prospective **employee**, including wage and hour, as imposed by **United States law** or common law, or any such equivalent or similar foreign law.

B. Exclusions Applicable Only to Bodily Injury and Property Damage Liability Coverage

This Coverage Part does not apply to any **claim**, **damages**, **defense costs**, expenses, fees or loss:

AUTO

based on, or arising out of, any actual or alleged ownership, maintenance, use, including operation, leasing or renting, loading and/or unloading, or entrustment to others of any aircraft, helipad, **auto**, **mobile equipment**, or watercraft, including an **auto**, **mobile equipment**, or watercraft which is loaned to the **named insured** or which is operated for the **named insured** by an **employee**, including an **employee-owned auto**;

EXPECTED OR INTENDED

based on, or arising out of, **bodily injury** or **property damage** any **insured** expected or intended; provided this exclusion does not apply to **bodily injury** resulting from the use of reasonable force to protect persons or property at the **workplace**;

INTELLECTUAL PROPERTY INFRINGEMENT

based on, or arising out of, any actual or alleged misappropriation, violation or infringement of: ideas, confidential information, trade secrets, trade dress, patent, service mark, trademark, copyright, title, or slogan;

LIQUOR LIABILITY

based on, or arising out of, **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- (i) causing or contributing to the intoxication of any person;

- (ii) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (iii) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if the **named insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;

LOSS OF USE OF TANGIBLE PROPERTY NOT PHYSICALLY INJURED

based on, or arising out of, the loss of use of tangible property which has not been physically damaged if:

- (i) a delay in or lack of performance has been caused by or on your behalf under any contract or agreement; or
- (ii) products or work completed on the **named insured's** behalf do not meet the standards the **named insured** has warranted or represented;

We will cover loss of use of tangible property if:

- (a) the loss results from a sudden and accidental physical damage to or destruction of products or work completed by or on the **named insured's** behalf; and
- (b) products or work have been put to use by a person or organization other than the **named insured**;

PERSONAL AND ADVERTISING INJURY

based on, or arising out of, **bodily injury** arising from **personal and advertising injury**;

PROPERTY DAMAGE TO PROPERTY AWAY FROM THE WORKPLACE

based on, or arising out of, **property damage** to any property away from the **workplace**:

- (i) upon which the **named insured** or someone on the **named insured's** behalf is performing operations at the time the **property damage** occurs;
- (ii) which must be restored, repaired or replaced because of faulty workmanship by or on the **named insured's** behalf;

PROPERTY DAMAGE TO PROPERTY IN THE NAMED INSURED'S CUSTODY

based on, or arising out of, **property damage** to property in the **named insured's** custody to install, erect or use in any construction;

PROPERTY DAMAGE TO PROPERTY OWNED, RENTED OR OCCUPIED

based on, or arising out of, **property damage** to property which the **named insured** owns, rents or occupies, holds for sale, or which has been given to the **named insured** for storage or safekeeping;

PROPERTY DAMAGE TO PROPERTY WHILE AT THE WORKPLACE

based on, or arising out of, **property damage** to property while at the **workplace** to have operations performed on the property by or on the **named insured's** behalf;

PROPERTY DAMAGE TO TOOLS OR EQUIPMENT

based on, or arising out of, **property damage** to tools or equipment while being used to perform operations;

TENANT

based on, or arising out of, **bodily injury** or **property damage**:

- (i) after the **named insured** ceases to be a tenant of any **workplace**; or
- (ii) for structural alterations, new construction or demolition operations performed by or for the owner of any such **workplace**.

C. Exclusions Applicable Only to Personal and Advertising Injury Liability Coverage

This Coverage Part does not apply to any **claim, damages, defense costs**, expenses, fees or loss:

BREACH OF CONTRACT

based on, or arising out of, any actual or alleged breach of contract, except an implied contract to use another's advertising idea in the **named insured's advertisement**;

ELECTRONIC CHAT ROOMS OR BULLETIN BOARDS

based on, or arising out of, an electronic chat room, bulletin board or website the **insured** hosts, owns, or over which the **insured** exercises control;

INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET

based on, or arising out of, any actual or alleged infringement of copyright, patent, trademark, trade secret, trade dress, trade slogan or other intellectual property rights. Provided this exclusion will not apply to infringement of copyright, trade dress or slogan in the **named insured's advertisement**;

KNOWING VIOLATION OF RIGHTS OF ANOTHER

caused by or at the direction of the **insured** if the **insured** knew or should have known that the act would cause **personal and advertising injury**;

MATERIAL PUBLISHED WITH KNOWLEDGE OF FALSITY

based on, or arising out of, any actual or alleged oral or written publication of material, if the **insured** knew or should have known the material was false;

QUALITY OR PERFORMANCE OF GOODS - FAILURE TO CONFORM TO STATEMENTS

based on, or arising out of, any actual or alleged failure of goods, products or services to conform to any statement of quality or performance made in the **named insured's advertisement**;

UNAUTHORIZED USE OF ANOTHER'S NAME OR PRODUCT

based on, or arising out of, any actual or alleged unauthorized use of another's name or product in the **named insured's** email address, domain name or metatag, or any other similar conduct or tactics to mislead another's potential customers.

D. Exclusions Applicable Only to Non-Patient Medical Expenses Payment Coverage

This Coverage Part does not apply to any **medical expenses** for **bodily injury**:

ANY INSURED

to any **insured**, except volunteers;

HIRED PERSON

to a person hired to do work for, or on behalf of, any **insured** or a tenant of any **insured**;

INJURY ON NORMALLY OCCUPIED PREMISES

to a person injured on that part of premises the **named insured** owns or rents that the person normally occupies;

MAINTENANCE, REPAIR, ALTERATION, DEMOLITION OR NEW CONSTRUCTION

to any person while engaged in maintenance and repair, alteration, demolition or new construction at the **workplace**; or

WORKPLACE LIABILITY

otherwise excluded under this Coverage Part.



**V. COVERAGE PART LIMITS OF LIABILITY AND RELATED CLAIMS**

All Limits of Liability are part of, and not in addition to, the PL Aggregate Limit of Liability.

A. Bodily Injury and Property Damage - Each Occurrence Limit

Subject to the Workplace Liability Aggregate Limit of Liability, the Bodily Injury and Property Damage each **occurrence** limit set forth in the **COI** is the most we will pay for the sum of **damages** for all **bodily injury** and **property damage** arising out of any one **occurrence**.

B. Fire and Water Legal Liability Sublimit

The most we will pay for **property damage** under the Fire and Water Sublimit of Liability is set forth on the **COI**. This Sublimit is part of, and not in addition to, the Workplace Liability Aggregate Limit of Liability set forth in the **COI**.

C. Personal and Advertising Injury - Each Person or Entity Limit

Subject to the Workplace Liability Aggregate Limit of Liability, the Personal and Advertising Injury Limit set forth in the **COI** is the most we will pay under Personal and Advertising Injury Coverage for the sum of all **damages** for all **personal and advertising injury** sustained by any one person or entity.

D. Workplace Liability Limit of Liability – Aggregate Limit

Regardless of the number of **insureds, claims** made, or persons or entities making **claims**, the Workplace Liability Aggregate Limit of Liability set forth in the **COI** is the most we will pay for the sum of:

- (i) all **damages** under Bodily Injury and Property Damage Liability Coverage;
- (ii) all **damages** under Personal And Advertising Injury Liability Coverage; and
- (iii) the Fire and Water Legal Liability Sublimit of Liability.

The Workplace Liability Aggregate Limit of Liability is part of, and not in addition to, the PL Aggregate Limit of Liability set forth in the **COI**.

E. Related Occurrences, Offenses, and Claims

All **related occurrences** and **related offenses** will be deemed to have occurred at the time of the earliest **related occurrence** or **related offense**. With respect to any **claim** alleging, based on, arising out of, or in any way involving, in whole or in part, **related occurrences** or **related offenses**, the each **occurrence** or each person or entity Limit of Liability applicable to the policy in effect at the time (1) the earliest **bodily injury** or **property damage** caused by the earliest of the **related occurrences**, or (2) the earliest of the **related offenses**, first took place will be the maximum amount available for such **claim**. In addition, all **related claims** will be treated as one **claim** that is subject to coverage only under the policy in effect at the time (1) the earliest **bodily injury** or **property damage** caused by the earliest of the **related occurrences**, or (2) the earliest of the **related offenses**, underlying such **claim** first took place.

F. Settlement of Claims

We have the right to settle any **claim** as we deem reasonable.