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### Beazley Claims Service

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Delivering great claims service is one of Beazley's top priorities. Our Claims Service Standards highlight what our stakeholders can expect when working with our Claims Team – expertise, responsiveness, partnership, fairness, and accountability. Please visit [www.beazley.com](http://www.beazley.com) to read more about our Claims Service Standards under Our Approach to Claims.

# General Liability, Damage to Rented Premises, Medical Payments and Employee Benefits Liability Section

## Coverages

### General Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for **general liability**.

### Damage to Rented Premises

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** for **damage to premises**.

### Medical Payments

To pay **medical expenses** regardless of fault.

### Employee Benefits Liability

To pay **loss** resulting from any **claim** first made against any **insured** during the **policy period** arising out of an **employee benefits wrongful act**.

## Exclusions from cover

### Exclusions applicable to General Liability and Damage to Rented Premises Coverages

The **insurance company** will not be liable for any **loss** or **claim**:

#### Aircraft Products

arising out of, based upon or attributable to **aircraft products**, including, but not limited to, consequential loss of use thereof resulting from **grounding**.

#### Available Benefits

arising out of, based upon or attributable to benefits to the extent such benefits are available, with reasonable effort and cooperation of the **insured**, from the applicable funds accrued or other collectible insurance.

#### Claims brought by Patients

arising out of, based upon or attributable to any **claim** brought by or on behalf of any **patient** or the estate, spouse, parent, sibling, heirs, executors, administrators, assigns or legal representatives of any **patient**.

#### Contractual Liability

arising out of, based upon or attributable to any contractual liability or obligation, including any breach of contract or agreement, either oral or written.



This Exclusion will not apply to the extent the **insured** would have been liable in the absence of such liability or obligation.

Damage to Property

arising out of, based upon or attributable to **property damage** to:

- (a) property owned, rented or temporarily occupied by the **insured organization**;
- (b) premises given away, sold or abandoned by the **insured organization**;
- (c) property loaned to the **insured organization**;
- (d) personal property in the care, custody and control of the **insured organization**;
- (e) that particular part of real property upon which operations are being performed by or on behalf of the **insured organization** if such **property damage** arises out of those operations; or
- (f) that particular part of any property that must be restored, repaired or replaced because the **insured's** work was incorrectly performed on it.

Paragraphs (a), (c) and (d) of this Exclusion will not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to the **insured** for a period of seven (7) or fewer consecutive days. Paragraphs (a), (c) and (d) will not apply to damage by fire to premises while rented by the **insured organization**, or occupied by **insured organization** with the permission of the owner of the premises.

Paragraph (b) of this Exclusion will not apply if the premises are the **insured's** work and were never occupied, rented or held for rental by the **insured organization**.

Paragraph (c), (d), (e) and (f) of this Exclusion will not apply to liability assumed under a sidetrack agreement.

Damage to Property not Physically Injured

arising out of, based upon or attributable to loss of use of tangible property which has not been physically injured or destroyed resulting from:

- (a) a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement; or
- (b) the failure of the **insured organization's products** or work performed by or on behalf of the **insured organization** to meet the level of performance, quality, fitness or durability warranted or represented by the **insured organization**.

This Exclusion will not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the **insured organization's products** or work performed by or on behalf of the **insured organization** after such products or work have been put to use by any person or organization other than the **insured organization**.

Data Processing Services

arising out of, based upon or attributable to any **insured's** data processing services.

Description of Prices

arising out of, based upon or attributable to the incorrect description of the price of goods, products or services sold, offered for sale or advertised.

Electromagnetism

arising out of, based upon or attributable to the existence, emission or discharge of any



electromagnetic field, electromagnetic radiation or electromagnetism that affects any person, the environment or any property.

Employer's Liability

arising out of, based upon or attributable to **personal injury** to:

- (a) any **employee** or volunteer of the **insured organization** arising out of an in the course of his employment or retention by the **insured organization**;
- (b) an applicant for employment of the **insured organization**;
- (c) the spouse, child, parent, brother or sister of the **employee** as a consequence of (a) above. This Exclusion will apply:
  - i. whether the **insured organization** may be liable as an employer or in any other capacity; and
  - ii. to any obligation to share damages with or repay someone else who must pay damages arising out of such liability.

Expected or Intended Injury

arising out of, based upon or attributable to **personal injury** or **property damage** resulting from the use of force expected or intended from the standpoint of the **insured**.

This Exclusion will not apply to reasonable use of force by the **insured**.

Failure of Performance of Contract

arising out of, based upon or attributable to failure of performance of contract.

This Exclusion will not apply to the unauthorized appropriation of ideas based upon alleged breach of an implied contract.

Failure of Stock to Perform/Advice Given with Respect to Participation/Investment

arising out of, based upon or attributable to the:

- (a) failure of stock to perform as represented by an **insured**;
- (b) advice given by any **insured** to an **employee** to participate, or not to participate, in stock subscription plans; or
- (c) investment or non-investment of funds or the income yield therefrom.

Insured Organization's Products Violations

arising out of, based upon or attributable to any **insured organization's products** manufactured, handled sold or distributed in knowing or wilful violation of any federal or state law, statute, ordinance or regulation.

Intellectual Property

arising out of, based upon or attributable to any actual or alleged plagiarism, misappropriation of likeness, breach of confidence, or misappropriation or infringement of any intellectual property right, including patent, trademark, trade secret, trade dress and copyright.

Libel/Slander

arising out of, based upon or attributable to any actual or alleged publication or utterance of libel or



slander or other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy.

Liquor and Drug Liability

arising out of, based upon or attributable to **personal injury** or **property damage** for which the **insured** or their indemnitee may be held liable:

- (a) as a person or organization engaged in the business of manufacturing, distributing, selling, or serving alcoholic beverages and/or state approved recreational drugs; or
- (b) as an owner or lessor of premises in which alcoholic beverages and/or state approved recreational drugs are manufactured, distributed, sold or served in violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage and/or state approved recreational drug.

Media Liability

arising out of, based upon or attributable to **media wrongful act**.

Mobile Equipment

arising out of, based upon or attributable to **personal injury** or **property damage** arising out of:

- (a) the ownership, maintenance, operation, use, **loading or unloading** of any **mobile equipment** while being used in any prearranged or organized racing, speed, demolition or stunting activity or in practice or preparation for such contest or activity; or
- (b) the operation of any snowmobile, moped or motorized bicycle, or trailer for its designated use; or
- (c) the transportation of **mobile equipment** by any **automobile** owned or operated by or rented or loaned to any **insured**.

Other Insureds

arising out of, based upon or attributable to any **claims** brought against any **insured** by another **insured**.

Personal Injury and Property Damage to Patients

arising out of, based upon or attributable to any actual or alleged **personal injury** or **property damage** to **patients**.

Prior Knowledge and Prior Notice

arising out of, based upon or attributable to:

- (a) any act, error, omission, **accident**, incident or event committed prior to the inception date if any member of the **control group** on or before such date knew or could have reasonably foreseen that such act, error, omission, **accident**, incident or event might be expected to be the basis of a **claim** or **loss**; or
- (b) any **claim**, **loss**, incident or circumstance of which notice has been provided under any prior policy of which this Policy is a renewal or replacement.

Professional Services, Tech Services and Media Activities

arising out of, based upon or attributable to **professional services**, **tech services** or **media activities**.



Recall

arising out of, based upon or attributable to the withdrawal, recall, inspection, repair, replacement, or loss of use of the **insured organization's products** or work completed by or for the **insured organization** or of any property of which such products or work for a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

Exclusions applicable to Medical Payments Coverage

The **insurance company** will not pay expenses for **bodily injury**:

- (a) to any **insured**;
- (b) to a person hired to do work for or on behalf of any **insured** or a tenant of the **insured**;
- (c) to a person injured on that part of the premises the **insured organization** owns or rents that the person normally occupies;
- (d) to a person, whether or not an **employee** of any **insured**, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or a similar law;
- (e) to a person injured while taking part in athletics;
- (f) any student;
- (g) excluded under the Exclusions applicable to General Liability and Damage to Rented Premises;
- (h) to any prisoner.

Exclusions applicable to Employee Benefits Liability Coverage

The **insurance company** will not be liable for any **loss** or **claim**:

Failure to Perform a Contract

arising out of, based upon or attributable to failure of performance of contract by the **insured organization**, including failure or insolvency of any **employee benefits program**.

Personal Injury and Property Damage

arising out of, based upon or attributable to any actual or alleged **personal injury** or **property damage**.

Professional Services, Tech Services and Media Activities

arising out of, based upon or attributable to **professional services**, **tech services** or **media activities**.

Taxes, Fines or Penalties

arising out of, based upon or attributable to taxes, fines, or penalties, including but not limited to those imposed under the Internal Revenue Code or any similar state or local law.



## Claim Requirements and Information

### Notification of Claims

As a condition to coverage under this Policy, the **insured** must give notice to the **insurance company** of any **claim** made against the **insured** as soon as practicable but in no event later than 30 days after the end of the **policy period**.

### Notification of Circumstances

The **insured** must during the **policy period** notify the **insurance company** of any fact or circumstance which could reasonably give rise to a **claim**.

Any notice must include:

- (a) the reasons why the **insured** reasonably anticipates that such fact or circumstances could give rise to a **claim**, and
- (b) full particulars of the dates, acts and persons involved (where available).

If a **claim** is made after the end of the **policy period** and arises from a fact or circumstance reported under this provision, then such **claim** will be deemed to have been made at the same time as the fact or circumstance was reported to the **insurance company**.

### Related Claims

All **related claims**:

- (a) are considered a single **claim** for the purpose of this Policy, irrespective of the number of claimants or **insureds** involved in the **claim**, and
- (b) are deemed to have been made at the time of the first such **claim**, and
- (c) will be treated by the **insurance company** as having been reported when the first of such **claims** was reported or is deemed to have been reported to the **insurance company**.

### Notice to Insurance Company

All notices to the **insurance company** must be sent either by e-mail to or by mail to the address specified in the Declarations.

### Defense and Settlement

- (a) Duties

The **insurance company** has the right and duty to defend any **claim** against the **insured** seeking amounts which are payable under the terms of this Policy, even if any part of such **claim** is groundless, false or fraudulent.

Defense counsel will be mutually agreed by the **named insured** and the **insurance company** but, in the absence of such agreement, the **insurance company's** decision will be final.

- (b) Consent to **defense costs**

The **insurance company** will not be obligated to pay **defense costs** unless it has given prior written consent to such **defense costs** being incurred (except if expressly specified in this Policy that prior consent is not first required).

- (c) Settlement of **claims**

The **insured** cannot admit liability, make any payment, assume any obligation, incur any expense,



enter into any settlement, stipulate to any judgment or dispose of any **claim** without the prior written consent of the **insurance company**.

If the **insured** refuses to consent to any settlement recommended by the **insurance company** and acceptable to the claimant, the **insurance company's** liability for **loss** will not exceed:

- i. the amount for which the **claim** could have been settled, less the remaining Retention, plus
- ii. the **defense costs** incurred up to the time of such refusal;

or the applicable Limit of Liability, whichever is less, and the **insurance company** will have the right to withdraw from the further defense of such **claim**.

## Definitions

The following definitions are applicable to these Coverages:

**administration** means:

- (a) giving counsel to **employees** with respect to the **insured's employee benefits program**;
- (b) interpreting the **employee benefits program**;
- (c) the handling of records in connection with the **employee benefits program**; and
- (d) effecting enrolment, termination or cancellation of **employees** under the **employee benefits program**, provided all such acts are authorized by the **insured**.

**administration** will not include:

- (a) the exercise of or failure to exercise any authority or control respecting:
  - i. the management of any **employee benefits program**; or
  - ii. the investment or disposition of any **employee benefits program**;
- (b) the rendering of any advice with respect to the investment of any assets of any **employee benefits program**;
- (c) handling payroll deductions; and
- (d) handling overtime requirements or payments, or payroll issues concerning exempt or non-exempt **employees**.

**aircraft products** means any aircraft whether or not heavier than air (including spacecraft and missiles) and any ground support, guidance, control or communications equipment used in connection therewith, and also includes parts, supplies, or equipment installed in or on or used in connection with aircraft, including tools, training aids, instructions, manuals, blue prints and other data, engineering and other advice, services and labor used in the operation, maintenance or manufacture of such products.

**claim** means:

- (a) a written demand for monetary damages or services (including any request to toll or waive a statute of limitations);
- (b) a civil or administrative proceeding; or
- (c) an arbitration, mediation or other form of alternative dispute resolution proceeding.

**damage to premises** means:

- (a) **property damage** to the premises, including the contents of such premises, rented to the





**insured organization** for a period of seven (7) or fewer consecutive days; or

- (b) damage by fire to premises while rented by the **insured organization**, or occupied by the **insured organization** with the permission of the owner of the premises;

which occurs on or after the **retroactive date** and before the end of the **policy period**.

**damages** means judgments (including pre and post-judgment interest), awards and settlements incurred by the **insured**.

**damages** will not include:

- (a) future profits, restitution, disgorgement of unjust enrichment or profits by an **insured**, or the costs of complying with orders granting injunctive or equitable relief;
- (b) return or offset of fees, charges or commissions charged by or owed to an **insured** for goods or services already provided or contracted to be provided;
- (c) taxes or loss of tax benefits;
- (d) fines, sanctions or penalties;
- (e) punitive or exemplary damages or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such damages;
- (f) liquidated damages, but only to the extent that such damages exceed the amount for which the **insured** would have been liable in the absence of such liquidated damages agreement;
- (g) any amounts for which the **insured** is not liable, or for which there is no legal recourse against the **insured**; or
- (h) any amounts deemed uninsurable by law.

**defense costs** means:

- (a) reasonable legal fees, costs and expenses necessarily incurred by or on behalf of the **insured** in connection with the investigation, defense, settlement or appeal of a **claim**;
- (b) all other fees, costs and expenses incurred by or on behalf of the **insured** with the **insurance company's** prior written consent; and
- (c) premiums for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required for a **claim** against any **insured**. However, the **insurance company** will have no obligation to appeal or to obtain such bonds.

**defense costs** will not include the salary of any **insured**, the cost of their time or costs or overheads of the **insured organization**.

**designated premises** means all premises leased or rented to the **insured organization**, or premises temporarily occupied by the **insured organization** with permission of the owner.

**employee benefits program** means the insured's program providing insurance and benefits to its **employees**.

**employee benefits wrongful act** means any negligent act, error or omission by the **insured** in the **administration** of the **insured organization's employee benefits program** on or after the **retroactive date** and before the end of the **policy period**.

**general liability** means **bodily injury** or **property damage** caused by an **accident** that occurs on or after the **retroactive date** and before the end of the **policy period**.

**grounding** means the withdrawal of one or more aircraft from flight operations or the imposition of speed, passenger or load restrictions on such aircraft because of the existence of or alleged



existence of a defect, fault or conditions in any **aircraft product**.

**independent contractor** means any natural person who performs labor or service for the **named insured** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **named insured**. The status of an individual as an **independent contractor** shall be determined as of the date of an alleged act, error or omission by any such **independent contractor** or as of the date of the **accident**. This coverage shall apply in excess of any other valid and collectible insurance available to any such **independent contractor**.

**insured organization's products** means goods or products manufactured, sold, handled or distributed by the insured organization or by others trading under its name, including tech **products** and any container thereof (other than a vehicle) but shall not include a vending machine or any property, other than such container rented to or located for use of others but not sold.

**insured** means:

- (a) the **insured organization**;
- (b) a director, executive officer, stockholder, **manager** or administrator of the **insured organization**, but only with respect to the performance of his or her duties as such for the **insured organization**;
- (c) an **employee** or volunteer worker of the **insured organization**, but only with respect to the performance of his or her duties as such for the **insured organization**;
- (d) a partner or member if the **named insured** is a partnership or joint venture, but only with respect to the performance of his or her duties as such on behalf of the **insured organization**;
- (e) any person who previously qualified as an **insured** under subparagraphs 1 and 2 above, but only with respect to the performance of his or her duties as such on behalf of the **insured organization**;
- (f) solely with respect to General Liability, Damage to Rented Premises and Medical Payments Coverages, any **independent contractor** and/or agent of the **named insured**;
- (g) in relation to General Liability Coverage, any landlord, owner, or property manager of the **designated premises**; or any tradeshow or convention sponsor or operator; or any lessor of equipment. However, coverage provided to these **insureds** shall apply solely:
  - i. for **claims** arising out of the **insured organization's** occupancy of, or failure to maintain the **designated premises**, but solely with respect to the products, goods or operations of the **insured organization** and only if liability for such **claim** is determined to be solely the negligence or responsibility of the **insured organization**; and
  - ii. for **accidents** at, on or upon that portion of the **designated premises** which is occupied by the **insured organization** and taking place during the term of the **insured organization's** lease/occupancy of such **designated premises**;
- (h) the estate, heirs, legal representative, trusts, estate planning vehicles or assigns of any **insured** in the event of their death, incapacity or bankruptcy.

**loss** means:

- (a) **damages**; and
- (b) **defense costs**.

**media activities** means creating, displaying, broadcasting, disseminating or releasing **medial material** by or on behalf of the **insured organization** to the public, including any blog, webcasts, websites, broadcast or cable stations, or social media web pages, created and maintained by or on behalf of the **insured organization**.



**media wrongful act** means one or more of the following acts committed in the course of the **insured organization's** performance of **media activities, professional services or tech services** on or after the **retroactive date** and before the end of the **policy period**:

- (a) defamation, libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
- (b) a violation of the rights of privacy of an individual, including false light, intrusion upon seclusion and public disclosure of private facts;
- (c) invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
- (d) false arrest, detention or imprisonment;
- (e) invasion of or interference with any right to private occupancy, including trespass, wrongful entry or eviction;
- (f) plagiarism, piracy, or misappropriation of ideas under implied contract;
- (g) infringement of copyright;
- (h) infringement of trade dress, domain name, title or slogan, or the dilution or infringement of trademark or service mark, or improper deep-linking or framing or infringement of domain name including cybersquatting violations;
- (i) negligence regarding the content of any **Media Activities**, including harm caused through any reliance or failure to rely upon such content;
- (j) misappropriation of a trade secret;
- (k) unfair competition including a violation of Section 43(a) of the Lanham Act, but only if alleged in conjunction with any of the facts listed in parts (g) and (h) above.

**media material** means any information, including words, sounds, numbers, images or graphics, but will not include computer software or the actual goods, products or services described, illustrated or displayed in such **media material**.

**medical expenses** means reasonable and necessary expenses for:

- (a) first aid administered at the time of the **accident**;
- (b) necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) necessary ambulance, hospital, professional nursing and funeral services;

for **bodily injury** caused by an **accident**:

- i. on the premises the **insured organization** owns or rents; or ways adjacent thereto; or
- ii. because of the **insured organization's** operations;

provided that:

- a. **medical expenses** are incurred and reported to the **insurance company** within one year of the date of the **accident**; and
- b. the injured person submits to an examination, at the **insurance company's** expense, by physicians of the **insurance company's** choice as often as the **insurance company** reasonably requires.

The **insurance company** will pay **medical expenses** regardless of fault.

**patient** means any person, human body or animal receiving **professional services**.



**personal injury** means:

- (a) **bodily injury**;
- (b) false arrest, false imprisonment, detention or malicious prosecution;
- (c) libel, slander, defamation of character or invasion of right of privacy, unless arising out of any advertising activities; or
- (d) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

**professional services** means services listed in the Declarations.

**related claims** means all **claims** arising from the same or a series of related, repeated or continuing acts, errors, omissions or **accidents**.

**tech services** means computer, cloud computing, and electronic technology services, including:

- (a) data processing, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS);
- (b) data and application hosting, computer systems analysis, and technology consulting and training; or
- (c) custom software programming for a specific client of the **insured organization** and, computer and software systems installation and integration;

performed by the **insured**, or by others acting under the **insured organization's** trade name, for others for a fee.

