LIBERTY INSURANCE UNDERWRITERS INC.
(A Stock Insurance Company, hereinafter the “Company”)

THIS IS AN OCCURRENCE POLICY. PLEASE REVIEW THE POLICY CAREFULLY.

PROFESSIONAL LIABILITY OCCURRENCE INSURANCE POLICY FOR
PROFESSIONAL COUNSELORS AND
HUMAN DEVELOPMENT PRACTITIONERS

The Company agrees with the Named Insured, in consideration of the payment of the premium, and in reliance upon the statements in the Declarations and in the application and subject to the limit of liability, exclusions, conditions and other terms of this policy, as follows:

INSURING AGREEMENTS

I. COVERAGE

A. COVERAGE A, PROFESSIONAL LIABILITY COVERAGE

If indicated by a specific premium on the Declarations Page, the Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages because of Bodily Injury, Property Damage, Personal Injury or Advertising Injury to which this insurance applies in the operation of the business or conduct of the profession of the Named Insured stated in the Declarations, caused by an Incident which occurs during the Policy Period.

B. COVERAGE B, GENERAL LIABILITY COVERAGE

If indicated by a specific premium on the Declarations Page, the Company will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as Damages because of Bodily Injury or Property Damage to which this insurance applies in the operation of the business or the conduct of the profession of the Named Insured stated in the Declarations, caused by an Occurrence during the Policy Period. This coverage specifically includes the following extensions:

1. Contractual Liability: Bodily Injury or Property Damage resulting from any Incidental Contract relating to the conduct of the Named Insured's business, except if such injury or Damage occurred prior to the execution of the Incidental Contract;

2. Host Liquor Liability: Bodily Injury or Property Damage arising out of the giving or serving of alcoholic beverages at functions incidental to the Named Insured's business; providing the Named Insured is not engaged in the business of manufacturing, distributing, selling or serving of alcoholic beverages;

3. Fire Legal Liability: Property Damage to structures or portions thereof rented to or leased to the Named Insured, including fixtures permanently attached thereto, if such Property Damage arises out of fire. Solely as respects Fire Legal Liability coverage, all the exclusions of the policy, other than Exclusions 11, 18 and 27 and the Nuclear Energy Liability Exclusion (Broad Form) are deleted.
As respects coverage(s) indicated on the Declarations Page, the Company shall have the right and duty to defend any Suit against the Insured seeking Damages on account of such Bodily Injury, Property Damage, Personal Injury or Advertising Injury, even if any of the allegations of the Suit are groundless, false or fraudulent, but the Company shall not be obligated to pay any claim or judgment or continue to defend any Suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

The Company, at its option, shall select and assign defense counsel; however, the Named Insured may engage additional counsel, solely at their expense, to associate in their defense of any claim covered hereunder. Claims Expenses incurred by the Company shall be paid in addition to the applicable Limits of Liability. The Company shall also have the right to investigate any claim and/or negotiate the settlement thereof, as it deems expedient, but the Company shall not commit the Named Insured to any settlement without their written consent. If the Named Insured refuses to consent to any settlement recommended in writing by the Company which is acceptable to the claimant and elects to contest the claim or continue any legal proceedings in connection with such claim, then the Company shall be relieved of any further duty to defend the claim, and the liability of the Company for Damages and Claims Expenses shall not exceed the amount for which the claim could have been settled as well as the Claims Expenses incurred by the Company or with the Company's consent up to the date of such refusal. The Insured shall not assume any obligations, incur any costs, charges, or expenses or enter into any settlement without the Company's written consent.

II. PERSONS INSURED

Each of the following is an Insured under this policy to the extent set forth below:

A. if the Named Insured is an individual, the Named Insured so designated in the Declarations;

B. if the Named Insured is a sole proprietorship, the Named Insured so designated in the Declarations;

C. if the Named Insured is a partnership, the partnership so designated in the Declarations and any partner thereof;

D. if the Named Insured is other than a sole proprietorship or partnership, the organization so designated in the Declarations, and any owner, officer, director, trustee or stockholder thereof;

E. any employee of the Named Insured, but only while such employee was acting on behalf of the Named Insured and within the scope of the employee's duties as such or for acts performed by such employee as a Good Samaritan or unpaid volunteer during the employee's term of employment with the Named Insured;

F. any person or entity which leases premises to the Named Insured, but only as respects liability imposed on such person or entity solely as a result of the operation or management of the premises used in the business of the Named Insured stated in the Declarations; and

G. any volunteer, but solely while such person was acting within the scope of the volunteer's duties for, and on behalf of, the Named Insured.

III. LIMITS OF LIABILITY

Regardless of the number of Coverage Parts purchased, the number of Insureds under this insurance, the number of persons or organizations who sustain Bodily Injury, Property Damage, Personal Injury and/or Advertising Injury, or the number of claims made or Suits brought, the Company's liability is limited as follows:
A. The Limit of Liability stated in the Declarations as applicable to “each Incident” or “each Occurrence” is the total limit of the Company's liability for all Damages for each Incident and/or Occurrence covered by the policy. All claims arising from the same or related Incident shall be considered a single claim for the purpose of this insurance and shall be subject to the same limit of liability.

B. The Limit of Liability stated in the Declarations as “Aggregate” is, subject to the above provisions involving “each Incident” or “each Occurrence”, the total limit of the Company's liability under this policy for all Damages.

Notwithstanding the foregoing, the Limit of Liability stated in the Declarations as “Aggregate” shall apply separately to any individual defined as an Insured under Section II. PERSONS INSURED, Subsections A, B, C or E and any corporation or professional association defined as an Insured under Section II. PERSONS INSURED, Subsection D.

IV. POLICY TERRITORY

This insurance applies to Bodily Injury, Property Damage, Personal Injury, or Advertising Injury which occurs anywhere in the world, provided that claim is made or Suit is brought within the United States of America, its territories or possessions, Puerto Rico or Canada.

V. SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable Limit of Liability:

A. up to $250 for loss of earnings to each individual Insured for each day or part of a day of such Insured's attendance at the Company's request at a trial, hearing or arbitration proceeding involving a civil suit against such Insured for covered Damages, but the amount so payable for any one or series of trials, hearings or arbitration proceedings arising out of the same Incident and/or Occurrence shall in no event exceed $5,000; and

B. up to $2,500 per Policy Period per Insured for attorney fees, and other costs, expenses or fees resulting from the investigation or defense of a proceeding before a state licensing board or governmental regulatory body incurred as the result of a notice of a proceeding first received by the Insured during the Policy Period. All such proceedings arising out of the same or related Incident shall be considered as having been first made at the time the notice of proceeding is first received by the Insured and the amount so payable shall not exceed $2,500.

VI. EXCLUSIONS

This insurance does not apply:

1. with respect to Advertising Injury, to any injury arising out of any act committed by the Insured with actual malice;

2. to Advertising Injury arising out of:
   a. failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or
   b. infringement of trademark, service mark or trade name, other than titles or slogans, by use thereof on or in connection with goods, products or services sold, offered for sale or advertised; or
c. knowingly incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;

3. to Property Damage to premises alienated by the Named Insured arising out of such premises or any part thereof;

4. to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
   a. any Automobile or aircraft owned or operated by or rented or loaned to any Insured; or
   b. any other Automobile or aircraft operated by any person in the course of their employment by any Insured;

but this exclusion does not apply to the parking of an Automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such Automobile is not owned by or rented or loaned to any Insured;

5. to any claim brought by, or on behalf of, any Insured under this policy against any other Insured under this policy, except if such claim results from services rendered in a patient or client relationship;

6. to Property Damage to the Named Insured's Products arising out of such products or any part of such products;

7. to Bodily Injury, Personal Injury or Advertising Injury to any employee of the Insured arising out of and in the course of his/her employment by the Insured or to any obligation of the Insured to indemnify another because of Damages arising out of such injury, to any obligation for which the Insured or any carrier as his/her insurer may be held liable under any worker's compensation, unemployment compensation, disability benefits law or under any similar law;

8. to Property Damage included within:
   a. the Explosion Hazard;
   b. the Collapse Hazard;
   c. the Underground Property Damage Hazard;

9. to any fraudulent, criminal, malicious, or materially dishonest acts or omissions of the Insured except, however, this exclusion shall not apply to any claim alleging malicious prosecution;

10. to Damages arising out of actual or alleged infringement of copyright or actual plagiarism;

11. to acts or omissions by any Insured expected or intended to cause physical injury or Property Damage, regardless of whether or not such act or omission was intended to cause the specific injury or Property Damage sustained. This exclusion shall not apply to any intentional act by or at the direction of the Insured which results in injury or Property Damage, if such injury or Damage arises solely from the use of reasonable force or other measures for the purpose of protecting persons or property;

12. to Bodily Injury or Property Damage for which the Insured or the Insured's indemnitee may be held liable:
   a. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages; or
b. if not so engaged, as an owner lessor of premises, used for such purposes, if such liability is imposed by, or because of the violation of any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, including the selling, serving or giving of any alcoholic beverage to a minor;

13. 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 or any contract or agreement; or
   b. the failure of the Named Insured's Products or work performed by or on behalf of the Named Insured to meet with the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's Products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;

14. to Bodily 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 or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
   b. the operation or use of any snowmobile or trailer designed for use therewith;

15. to Bodily Injury or Property Damage arising out of and in the course of the transportation of Mobile Equipment by an Automobile owned or operated by or rented or loaned to any Insured;

16. as respects Personal Injury and Advertising Injury Liability coverages to Personal Injury or Advertising Injury arising out of:
   a. the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the Insured;
   b. the publication or utterance of a libel or slander, or a publication or utterance in violation of an individual's right of privacy if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this coverage, c. libel or slander or the publication or utterance of defamatory or disparaging material concerning any person or organization or goods, products or services, or in violation of an individual's right of privacy, made by or at the direction of the Insured with knowledge of the falsity thereof;

17. to any claims made or Suits brought against any Insured alleging in whole or part sexual assault, abuse, molestation, or licentious, immoral, amoral or other behavior which threatened, led to or culminated in any sexual act whether committed intentionally, negligently, inadvertently or with the belief, erroneous or otherwise, that the other party is consenting and has the legal and mental capacity to consent thereto, that was committed, or alleged to have been committed, by the Insured or by any other person for whom the Insured is legally responsible.

This exclusion applies regardless of the legal theory or basis upon which the Insured is alleged to be legally liable or responsible, in whole or in part, for any Damages arising out of such actual or alleged behavior including, but not limited to assertions of improper or negligent hiring, employment or
supervision, failure to protect the other party, failure to prevent the sexual misconduct, failure to prevent assault and battery or failure to discharge the employee.

However, notwithstanding the foregoing exclusion, the Insured shall be entitled to a defense as provided under the terms of the policy as to any claim upon which Suit is brought for any such alleged behavior, unless a judgment or final adjudication adverse to any Insured, or an admission by any Insured accused of such behavior, shall establish that such behavior caused, in whole or part, the injury claimed in such Suit. The Company shall not be required to appeal a judgment or final adjudication adverse to the Insured.

If, however, the Insured elects to appeal such judgment or final adjudication, and the judgment or final adjudication results in a reversal on the issue of liability, the Company shall reimburse the Named Insured for all reasonable Claims Expenses incurred in the appeals process;

18. to any claim, action, judgment, liability, settlement, loss, defense, cost or expense in anyway arising out of actual, alleged or threatened pollution, contamination or any environmental impairment resulting from seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or radioactive matter including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, chemicals or toxic matter; or waste material (including materials to be recycled, reconditioned or reclaimed); or oil or other petroleum substances or derivatives (including any oil refuse or oil mixed with waste) or thermal or vibratory effect including, but not limited to, sound or noise, heat or cold, into or upon land, the atmosphere or any water course or body of water, underground water or water table supplies, whether such results directly, indirectly or in concurrence or in any sequence from the Insured’s activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous or inevitable and wherever or however such occurs.

But this exclusion shall not apply to Bodily Injury or Property Damage caused by heat, smoke or fumes from a "Hostile Fire" unless such fire involves:

a. materials which are or were at any time used for the handling, storage, disposal, processing or treatment of waste; or
b. any premises, site, or location:
   i. which is or was at any time used for handling, storage, disposal, processing or treatment of waste; or
   ii. on which any Insured or contractors or subcontractors working directly or indirectly on any Insured’s behalf are performing operations to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants;

19. to Bodily Injury and Property Damage included within the Products Hazard or Completed Operations Hazard;

20. to Damage to property owned or occupied by or rented to the Insured, or to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping;

21. to claims arising out of services performed by any Insured as a physician, surgeon, physician's assistant or surgeon's assistant;

22. to claims brought against the Insured as a proprietor, owner, partner, manager, superintendent or officer of any hospital, sanitarium, medical clinic, health maintenance organization, managed care facility or any other facility not specified in the Declarations or any endorsements thereeto;
23. to Bodily Injury or Property Damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;

24. to Bodily Injury or Property Damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
   a. any watercraft owned or operated by or rented or loaned to any Insured; or
   b. any other watercraft operated by any person in the course of their employment by any Insured;

   but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;

25. to claims or Suits brought for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's Products or work completed by or for the Named Insured or of any property of which such products or work form 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;

26. to Bodily Injury or Property Damage based on or arising out of the practice of the Insured's professional occupation unless the Insured is properly licensed, exempted or certified by the laws of the state(s) in which the Insured practices, or is otherwise qualified to practice the Insured's professional occupation in the absence of such laws;

27. to liability assumed by the Insured under any contract or agreement, except to the extent:
   a. such Insured would be liable in the absence of such contract agreement; or
   b. the contract or agreement is an Incidental Contract pursuant to the Contractual Liability Coverage Part;

28. to any claim based upon or arising out of restraint of trade, price fixing or violation of any anti-trust law;

29. to any claims brought by or on behalf of any person employed by the Named Insured, any person who had been employed by the Named Insured or any person seeking employment with the Named Insured alleging any act or omission by an Insured with respect to the hiring, termination, compensation, or the tenure, term, condition, benefits or privilege of employment of any person.

VII. DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"Advertising Injury" means injury arising out of an offense committed during the Policy Period occurring in the course of the Named Insured's advertising activities, if such injury arises out of libel, slander, defamation, violation or right of privacy, unfair competition, or infringement of copyright, title or slogan;

"Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"Bodily Injury" means any injury sustained by any person including, but not limited to:

1. physical injury, sickness, disease, mental anguish or emotional distress, including death at any time resulting there from;
2. psychological injury, harm or impairment, including death at any time resulting there from; and
3. loss of consortium or impairment of domestic or personal relations;

"Bodily Injury" shall not include any injury, damage or loss defined as Personal Injury, Advertising Injury or Property Damage;

"Claims Expenses" means:
1. fees charged by an attorney(s) and/or an independent adjustor(s) designated by the Company and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a claim, Suit or proceedings arising in connection therewith, if incurred by the Company, or by the Insured with written consent of the Company, but does not include salary charges or expenses of regular employees or officials of the Company;
2. all costs taxed against the Insured in such Suits and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the Company has paid, tendered or deposited, whether in court or otherwise, the part of the judgment which does not exceed the limit of the Company's liability;
3. premiums on appeal bonds and premiums on bonds to release attachments in such Suits, but not for bond amounts in excess of the applicable Limit of Liability of this policy, but the Company shall have no obligation to apply for or furnish any such bond;

"Collapse Hazard" includes "Structural Property Damage" as defined herein and Property Damage to any other property at any time resulting there from. "Structural Property Damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, caisson work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The Collapse Hazard does not include Property Damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the Completed Operations Hazard of the Underground property Damage Hazard, or (3) for which liability is assumed by the Insured under an Incidental Contract;

"Completed Operations Hazard" includes Bodily Injury and Property Damage arising out of operations or reliance upon a representation or warranty made by anytime with respect thereto, but only if the Bodily Injury or Property Damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following time:
1. when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
2. when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or
3. when the portion of the work of which the injury or Damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service, maintenance work, correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The Completed Operations Hazard does not include Bodily Injury or Property Damage arising out of:

1. operations in connection with the transportation of property, unless the Bodily Injury or Property Damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
2. the existence of tools, uninstalled equipment or abandoned or unused materials, or
3. operations for which the classification stated in the policy or in the Company's manual specified "including completed operations";

"Damages" means compensatory judgments, settlements, or awards but does not include punitive or exemplary Damages, fines or penalties, the return of fees or other consideration paid to the Insured, or the portion of any award or judgment caused by the multiplication of actual Damages under federal or state law. However, if a Suit is brought against the Insured with respect to a Claim for alleged acts or omissions falling within the scope of coverage afforded by this insurance seeking both compensatory and punitive or exemplary Damages, then the Company will afford a defense to such action, without liability however, for payment of such punitive or exemplary Damages;

"Explosion Hazard" includes Property Damage arising out of blasting or explosion. The Explosion Hazard does not include Property Damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the Named Insured by independent contractors, or (3) included within the Completed Operations Hazard or the Underground Property Damage Hazard, or (4) for which liability is assumed by the Insured under an Incidental Contract;

"Hostile Fire" means one which becomes uncontrollable or breaks out from where it was intended to be;

"Incident" means any act or omission:

1. in the rendering of or failure to render professional services by the Insured, or by any person for whom the Insured is legally responsible, in the conduct of the business or professional occupation specified in the Declarations; or
2. in the performing of services by the Insured as a member of a formal accreditation, ethics, peer review, licensing boards, standards review or similar professional board or committee of a hospital, health facility, educational institution, professional organization, health maintenance organization or health plan in the practice of the Insured's professional occupation stated in the Declarations; or
3. in the operation or management of the premises used in the business of the Named Insured stated in the Declarations; or
4. solely as respects any person defined as an Insured under Section II. PERSONS INSURED Subsections A, B, C, or D who own (but only if such entity is named in the Declarations), is an employee of or contracts with any private or public organization, agency, college or university and who provides professional services as one or more of the following: a researcher, consultant, teacher, faculty member (including Department, Program or Division Chair), librarian, administrator, colleague or member of an instructional staff, the definition of Incident will also include the following services:
   a. original or contracted for research; or
   b. the design, development, assessment or evaluation of psychological tests or testing procedures; or
   c. the dismissal, suspension, disciplinary sanction or layoff of a faculty member prior to the expiration of a term appointment; or
   d. the non-reappointment of a probationary faculty member; or
   e. decisions relating to the salary, other compensation, promotion, rank, leaves of absence, work assignment, resignation, or other rights, duties and responsibilities of fellow faculty, researchers or staff employees; or
   f. research on animals or humans.

Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "Incident" and be subject to the same Limit of Liability;
“Incidental Contract” means any oral or written contract or agreement relating to the conduct of the Named Insured's business, except as respects Fire Legal Liability coverage;

"Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision;

"Mobile Equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

"Named Insured" means the person or organization named in Item 1. of the Declarations of this policy. "Named Insured" also shall include any organization which is acquired or formed by the Named Insured and over which the Named Insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to Bodily Injury, Property Damage, Personal Injury or Advertising Injury if such new organization is also insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. Unless written notice is given to the Company, this coverage shall terminate ninety (90) days from the date any such organization is acquired or formed by the Named Insured, or the end of the Policy Period whichever is earlier, and shall only apply to claims brought against the Insured arising out of the operation of the business of the Named Insured stated in the Declarations;

"Named Insured's Products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under the name of the Named Insured, including any container thereof;

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general conditions, which results in Bodily Injury or Property Damage neither expected nor intended from the standpoint of any Insured;

"Personal Injury" means any injury arising out of:
1. false arrest, detention or imprisonment, or malicious prosecution;
2. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy;
3. wrongful entry or eviction, or other invasion of the right of private occupancy;

"Policy Period" means, whenever used in this policy, the period from the inception date of this policy to the policy expiration date as set forth in the Declarations or its earlier termination date, if any;

"Products Hazard" includes Bodily Injury and Property Damage arising out of the Named Insured's Products or reliance upon a representation or warranty made at any time with respect thereto, but only if the Bodily Injury or Property Damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others;

"Property Damage" means (1) physical injury to or destruction of tangible property which occurs during the Policy Period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an
Occurrence during the Policy Period, or (3) other loss, whether or not resulting from physical injury or damage to person or property;

"Suit" includes arbitration proceedings to which the Insured is required to submit or to which the Insured has submitted with the Company's consent;

"Underground Property Damage Hazard" includes Underground Property Damage as defined herein and Property Damage to any other property at any time resulting there from. "Underground Property Damage" means Property Damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The Underground Property Damage Hazard does not include Property Damage (1) arising out of operations performed for the Named Insured by independent contractors, or (2) included within the Completed Operations Hazard, or (3) for which liability is assumed by the Insured under an Incidental Contract.

VIII. CONDITIONS
A. ACTION AGAINST COMPANY

No action shall lie against the Company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Company as a party to any action against the Insured to determine the Insured's liability, nor shall the Company be impeded by the Insured or the Insured's legal representative.

B. ASSIGNMENT

Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Named Insured shall die, such insurance is afforded by this policy shall apply (1) to the Named Insured's legal representative as the Named Insured, but only while acting within the scope of his/her duties as such, and (2) with respect to the property of the Named Insured, to the person having proper temporary custody thereof, as Insured, but only until the appointment and qualification of the legal representative.

C. ASSISTANCE AND COOPERATION OF INSURED

The Insured shall give written notice to the Company as soon as practicable of any claim made against the Insured or of any specific circumstances involving a particular person likely to result in a claim. The notice shall identify the Insured and contain reasonably obtainable information with respect to the time, place and circumstances of the injury, including the names and addresses of the injured and of available witnesses and the extent of the type of claim anticipated. If a claim is made or Suit is brought against the Insured, the Insured shall immediately forward to the Company every demand, notice, summons or other process received by the Insured or the Insured's representative.
The Insured and each of its employees shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of Suits and enforcing any right of contribution or indemnity against any person or organization who may be liable to the Insured because of injury or Damage with respect to which this insurance is afforded under this policy; and the Insured, and any of its members, partners, officers, directors, stockholders and employees that the Company deems necessary shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses; and the Company shall reimburse the Insured for reasonable expenses incurred at the Company's request. The Insured shall not, except at the Insured's own cost, voluntarily make any payments, assume any obligations or incur any expense.

D. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Company of any of its obligations hereunder.

E. CANCELLATION AND NONRENEWAL

1. CANCELLATION: This insurance may be cancelled on the customary short-rate basis by the Named Insured at any time by written notice or by surrender of this insurance to the Company or its authorized representative and the Company shall refund the paid premium less the earned portion thereof within thirty (30) days of the latter of the effective date of cancellation or the date of delivery of the Insured's notice of intent to cancel. This insurance may also be cancelled, with or without the return or tender of the unearned premium, by the Company or by its authorized representative on its behalf, by sending to the Named Insured, by first-class registered or certified mail, at Named Insured's address last known to the Company or its authorized agent, but not less than ninety (90) days written notice stating the specific reason for such cancellation and when the cancellation shall be effective. In such case, the Company shall refund the paid premium less the earned portion thereof within ten (10) business days after the effective date of cancellation, subject always to the retention by the Company of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by the Company or the Named Insured. In case of nonpayment of premium, only thirty (30) days written notice of cancellation must be given by the Company. Cancellation by the Company shall only be effective if based on one or more of the following reasons:

   a. nonpayment of premium;
   b. the policy was obtained through material misrepresentation;
   c. violation of any term or condition of this policy;
   d. the risk originally accepted has measurably increased; or
   e. loss by the Company of reinsurance which provided coverage for all or a substantial part of the risk insured.

2. NONRENEWAL: The Company will renew this policy unless written notice of the Company's intent not to renew, stating the specific reasons for nonrenewal, is mailed to the Named Insured not less than sixty (60) days before the policy expires.

Any notice of nonrenewal will be mailed by first-class registered or certified mail to the Named Insured at the last mailing address known to the Company. Proof of mailing will be sufficient proof of notice.
F. CHANGES

The terms of this policy shall not be waived or changed, except by endorsement issued to form part of this policy.

G. DECLARATIONS

By acceptance of this policy, the Insured agrees that the statements in the Declarations are the Insured's agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the Insured and the Company or any of its agents relating to this insurance.

H. OTHER INSURANCE

If there is other valid insurance (whether primary, excess, contingent or self-insurance) which may apply against a loss or claim covered by this policy, the insurance provided hereunder shall be deemed excess insurance over and above the applicable limit of all other insurance or self-insurance.

When this insurance is excess, the Company shall have no duty under this policy to defend any claim or Suit that any other insurer or self-insurer has a duty to defend. If such other insurer or self-insurer refuses to defend such claim or Suit, the Company shall be entitled to the Insured's rights against all such other insurers or self-insurers for any defense costs incurred by the Company.

When both this insurance and other insurance or self-insurance apply to the loss on the same basis, whether primary, excess or contingent, the Company shall not be liable under this policy for a greater proportion of the loss or defense costs than the applicable Limit of Liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss. Subject to the foregoing, if a loss occurs involving two or more policies, each of which provides that its insurance shall be excess, each will contribute pro-rata.

I. REIMBURSEMENT

If the Company pays any amount

a. within the amount of the applicable Deductible, and/or
b. in excess of the Limit of Liability stated in the Declarations,

all Insureds shall be jointly and severally liable to the Company for such amounts. Payment will be made to the Company within thirty (30) days of demand for reimbursement.

J. SUBROGATION

In the event any payment under this policy, the Company shall be subrogated to all the rights of recovery therefore against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after to prejudice such rights.
K. LIBERALIZATION CLAUSE

If the Company adopts any revision that would broaden the coverage under the policy without additional premium at any time during the Policy Period, the broadened coverage will immediately apply to this policy.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary.

[Signatures]

President  Secretary