

**SPECIMEN MODEL WORDING. THIS FORM PROVIDES NO COVERAGE
UNLESS ADOPTED AND ISSUED BY A LICENSED INSURER.**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM MENLO REFERENCE FORM

Menlo Form MENLO-GL-01 is an original document authored by Menlo Insurance Services. It corresponds to coverage commonly written on form CG 00 01, which is referenced for identification only.

Various provisions in this form restrict coverage. Read the entire form carefully to determine rights, duties, and what is and is not covered. Throughout this form, the words “you” and “your” refer to the named insured shown in the declarations of the issuing policy, and the words “we”, “us”, and “our” refer to the insurer that adopts and issues this form. Other words and phrases that appear in quotation marks have the meanings given in the Definitions section at the end of this form.

A. Insuring Agreements

1. Liability for Bodily Injury and Property Damage.

- a. We will pay, on behalf of any insured, the damages that the insured is legally required to pay because of “bodily injury” or “property damage” this insurance covers. We have the right, and we have the duty, to defend the insured in any “suit” that seeks those damages, as described in Section B. We owe no defense against a “suit” that seeks only damages this insurance does not cover. We may investigate any “occurrence”, and we may settle any resulting claim or “suit”, in each case at our own discretion. Section G. limits the amount we will pay for damages, and our duties to defend and to pay end once payments of judgments or settlements under this Insuring Agreement or A.2., or of medical expenses under A.3., have exhausted the applicable Limit of Insurance;
- b. Coverage under this Insuring Agreement applies to “bodily injury” or “property damage” only if:
 - (1) an “occurrence” taking place in the “coverage territory” causes the “bodily injury” or “property damage”;
 - (2) the “bodily injury” or “property damage” happens during the policy period; and
 - (3) no insured listed in Section C.1., and no “employee” holding your authority to give or to receive notice of an “occurrence” or of a claim, knew, before the policy period began, that the “bodily injury” or “property damage” had already happened, in whole or in part. If any of those persons knew, before the policy period began, that the injury or damage had happened, then every continuation, change, or resumption of that injury or damage during or after the policy period is treated as known before the policy period began and this insurance does not apply to it;
- c. “Bodily injury” or “property damage” that happens during the policy period, and that no person described in A.1.b.(3) knew had happened before the policy period began, remains covered by this policy even if the injury or damage continues, changes, or resumes after the policy period ends;
- d. “Bodily injury” or “property damage” is treated as known, at the earliest of the following times, by the persons described in A.1.b.(3):
 - (1) when any such person reports all or part of the injury or damage to us or to any other insurer;

- (2) when any such person receives a demand or claim, written or oral, for damages because of the injury or damage; or
- (3) when any such person becomes aware, by any other means, that the injury or damage has happened or has begun to happen;

- e. Damages payable because of “bodily injury” include the damages any person or organization claims for care of the injured person, for loss of that person’s services, or for death, if the care, loss of services, or death results at any time from the “bodily injury”; and
- f. Except for the attorney fees and litigation expenses described in D.2.b., no defense cost, investigation expense, or other payment described in Section B. is a payment of damages under this Insuring Agreement.

2. Liability for Personal and Advertising Injury.

- a. We will pay, on behalf of any insured, the damages that the insured is legally required to pay because of “personal and advertising injury” this insurance covers. We have the right, and we have the duty, to defend the insured in any “suit” that seeks those damages, as described in Section B. We owe no defense against a “suit” that seeks only damages this insurance does not cover. We may investigate any offense, and we may settle any resulting claim or “suit”, in each case at our own discretion. Section G. limits the amount we will pay for damages, and our duties to defend and to pay end once payments of judgments or settlements under this Insuring Agreement or A.1., or of medical expenses under A.3., have exhausted the applicable Limit of Insurance; and
- b. Coverage under this Insuring Agreement applies to “personal and advertising injury” only if the injury arises out of your business and out of an offense listed in the definition of that term, and only if the offense is committed during the policy period and inside the “coverage territory”.

3. Medical Expense Coverage.

- a. We will pay reasonable and necessary medical expenses arising from “bodily injury” caused by an accident:
 - (1) on premises you own or rent;
 - (2) on ways immediately adjoining premises you own or rent; or
 - (3) arising out of your operations;

regardless of fault, but only if the accident happens during the policy period and inside the “coverage territory”, the injured person incurs the expenses, and they are reported to us, not later than one year after the accident, and the injured person submits to examination, at our expense and as often as we reasonably require, by physicians we choose;

- b. Under this Insuring Agreement we will pay, subject to the Medical Expense Limit described in G.7., expenses for:
 - (1) first aid given when the accident happens;
 - (2) necessary medical, dental, surgical, and x-ray services, together with prosthetic devices; and
 - (3) necessary ambulance, hospital, funeral, and professional nursing services; and
- c. Payments under this Insuring Agreement are not an admission of liability by us or by any insured, and we will make them without regard to whether any insured was negligent.

B. Defense and Payments in Addition to the Limits

- 1. **Our Defense Obligation.** Our duty to defend under A.1. and A.2. arises when a “suit” seeking covered damages is brought against an insured, and it continues until:
 - a. the “suit” is resolved by judgment, settlement, or dismissal; or
 - b. payments of judgments, settlements, or medical expenses have exhausted the applicable Limit of Insurance, whichever comes first. After the applicable limit is

exhausted, we have no further duty to defend or to pay under this Coverage Part, and the insured must arrange and fund any continuing defense.

We choose defense counsel, direct the defense, and may settle any claim or "suit" without the insured's consent;

- 2. Supplementary Payments.** For every claim that we investigate or settle under A.1. or A.2., and for every "suit" that we defend under A.1. or A.2., we will pay the following amounts in addition to the Limits of Insurance, and these payments do not reduce any limit:
- a. all expenses we incur in the investigation, settlement, or defense, including the fees of counsel, experts, and adjusters we retain;
 - b. up to \$250 toward the cost of a bail bond an insured must post after an accident or a traffic law violation involving a vehicle to which the "bodily injury" coverage under A.1. applies. We have no duty to obtain or furnish the bond;
 - c. the premium for bonds releasing attachments, but only for bond amounts inside the applicable Limit of Insurance. We have no duty to obtain or furnish these bonds;
 - d. the reasonable expenses an insured incurs at our request while helping us investigate or defend a claim or "suit", including the insured's actual loss of earnings, capped at \$250 a day, for time away from work;
 - e. court costs assessed against the insured in the "suit". Attorney fees and attorney expenses awarded against the insured are damages, not court costs, and they reduce the Limits of Insurance;
 - f. interest awarded against the insured, for the period before judgment, on the part of a judgment that we pay; however, once we offer the applicable Limit of Insurance, no further prejudgment interest accruing after the date of the offer is payable by us; and
 - g. interest accruing on the full judgment amount between entry of the judgment and the date we pay, offer to pay, or deposit in court the portion of the judgment inside the applicable Limit of Insurance.

- 3. Defense of an Indemnitee.** If we defend an insured against a "suit", and a person or organization the insured has agreed to indemnify under an "insured contract" is also a named party in the same "suit", we will defend that indemnitee, and we will pay the indemnitee's defense expenses as Supplementary Payments rather than as damages, but only while all of the following conditions are met:
- a. the "suit" against the indemnitee seeks damages for which the insured has assumed the indemnitee's liability in an "insured contract";
 - b. this insurance applies to the liability the insured assumed;
 - c. the same "insured contract" obligates the insured to defend, or to pay for the defense of, the indemnitee;
 - d. the allegations of the "suit" and the facts known to us present no conflict of interest between the insured and the indemnitee;
 - e. the insured and the indemnitee each ask us to conduct and control the indemnitee's defense with counsel we select and agree in writing that we may do so; and
 - f. the indemnitee agrees in writing to:
 - (1) cooperate with us in the investigation, settlement, and defense of the "suit";
 - (2) send us, immediately on receipt, copies of every demand, notice, summons, and legal paper connected with the "suit";
 - (3) give notice to every other insurer whose coverage the indemnitee can call on;
 - (4) work with us to coordinate the other insurance available to the indemnitee; and
 - (5) give us written authority to collect records and related information about the "suit", and to take over and direct the indemnitee's defense.

When any of these conditions is not met, or ceases to be met, or when payments of judgments, settlements, or medical expenses have exhausted the applicable Limit of

Insurance, our duty to defend the indemnitee ends, and any attorney fees or litigation expenses of the indemnitee that we must still pay because the insured assumed them in an “insured contract” are then paid as damages, subject to the Limits of Insurance.

C. Insured Status

1. Insureds Determined by Your Legal Form.

The following persons and organizations are insureds, depending on the legal form of the entity shown in the Declarations:

- a. if you are an individual: you are an insured, and so is your spouse, but each of you only for the conduct of a business you solely own;
- b. if you are a partnership or joint venture: the entity is an insured, and its partners and members, together with their spouses, are insureds, but only for the conduct of its business;
- c. if you are a limited liability company: the company is an insured; its members are insureds, but only for the conduct of its business; and its managers are insureds, but only for acts within the scope of their duties as managers;
- d. if you are an organization of another kind, neither a partnership, a joint venture, nor a limited liability company: the organization is an insured; its directors and “executive officers” are insureds, but only for acts within the scope of their duties as directors or officers; and its stockholders are insureds, but only for their liability as stockholders; and
- e. if you are a trust: the trust is an insured, and its trustees are insureds, but only for acts within the scope of their duties as trustees;

2. Your Workers. Each of your “volunteer workers”, but only while carrying out duties connected with your business, and each of your “employees”, other than your “executive officers” and, for a limited liability company, your managers, but each only for acts inside the scope of employment by you or while carrying out duties connected with your business, is an

insured. However, none of these “employees” or “volunteer workers” is an insured for:

- a. “bodily injury” to, or “personal and advertising injury” to:
 - (1) to you, to your partners or members (for a partnership or joint venture), to your members (for a limited liability company), or to a co-“employee” or another of your “volunteer workers” while that person is in the course of employment by you or is carrying out duties connected with your business;
 - (2) to a spouse, child, parent, brother, or sister of that co-“employee” or “volunteer worker”, where the family member’s injury is a consequence of the injury described in C.2.a.(1);
 - (3) for any obligation to share damages with, or to repay, another who must pay damages because of the injury described in C.2.a.(1) or C.2.a.(2); or
 - (4) arising out of the providing of, or the failure to provide, professional health care services; or
- b. “property damage” to property that you, any of your “employees” or “volunteer workers”, or, if you are a partnership, a joint venture, or a limited liability company, any of your partners or members, owns, occupies, rents, borrows, or holds in care, custody, or control;

3. Others Acting for You. Each of the following is also an insured:

- a. any person, other than your “employee” or “volunteer worker”, and any organization, while acting as your real estate manager;
- b. if you die, any person or organization holding temporary custody of your property, but only for liability that arises from maintaining or using that property, and only until your legal representative is appointed; and
- c. if you die, your legal representative, but only for duties as your legal representative. The representative holds all of your rights and duties under this Coverage Part;

4. Newly Acquired or Formed Organizations.

Any organization you acquire or form during the policy period, other than a partnership, a joint venture, or a limited liability company, is an insured if you maintain ownership of, or a majority interest in, the organization and it has no other similar insurance available to it. However:

- a. this status lasts only until the earlier of the 90th day after the acquisition or formation and the end of the policy period, after which the organization must be added to this policy by endorsement or separately insured;
- b. the coverage under A.1. does not reach “bodily injury” or “property damage” that happened before the acquisition or formation; and
- c. the coverage under A.2. does not reach “personal and advertising injury” arising from an offense committed before the acquisition or formation; and

5. Unnamed Ventures. Despite C.1. through C.4., no person or organization has insured status for the conduct of any partnership, any joint venture, or any limited liability company, whether current or past, unless the Declarations show that entity as a named insured.

D. Exclusions Applicable to Bodily Injury and Property Damage Liability

When an exception to an exclusion restores coverage, the exception restores only what the exclusion removed; it does not enlarge the Insuring Agreement. The insurance under A.1. does not apply to:

- 1. **Expected or Intended Injury.** “bodily injury” or “property damage” that the insured expected or intended. This exclusion is applied separately to each insured, so the expectation or intent of one insured is not attributed to any other insured. This exclusion does not reach “bodily injury” that results from using reasonable force to protect a person or property;
- 2. **Liability Assumed by Contract.** “bodily injury” or “property damage” where the insured’s obligation to pay damages exists only because the insured took on liability by contract or

agreement. This exclusion does not reach liability for damages:

- a. that the insured would bear even without the contract or agreement; or
- b. that the insured assumed in an “insured contract”, but only if the “bodily injury” or “property damage” happens after the contract or agreement is executed. Solely with respect to liability assumed in an “insured contract”, the reasonable attorney fees and necessary litigation expenses that a party other than an insured incurs, or that another incurs for that party, count as covered damages for the “bodily injury” or “property damage”, but only if:
 - (1) the same “insured contract” also obligated the insured to answer for that party’s defense, or for the cost of that defense; and
 - (2) the fees and expenses are for defending that party in a civil or alternative dispute resolution proceeding that alleges damages this insurance covers;

3. Liquor Liability. “bodily injury” or “property damage” where any insured’s liability rests on:

- a. causing the intoxication of a person, or contributing to it;
- b. furnishing alcoholic beverages to anyone under the legal drinking age, or to anyone already under the influence of alcohol; or
- c. a statute, ordinance, or regulation governing how alcoholic beverages are sold, given, distributed, or used.

This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing in supervising, hiring, employing, or training others, or in providing or failing to provide transportation, if the underlying cause of the injury or damage is one described in D.3.a. through D.3.c. This exclusion applies only if you are in the alcoholic beverage business, meaning the business of making, distributing, selling, serving, or furnishing those beverages. You are not in that business merely because you permit a person to bring alcoholic beverages onto your premises for consumption there;

4. Statutory Benefits for Workers. any obligation the insured bears under a workers compensation law, a disability benefits law, an unemployment compensation law, or any similar law;

5. Injury to Your Workers. “bodily injury” suffered by:

- a. an “employee” of the insured, where the injury arises out of and in the course of that person’s employment by the insured or that person’s carrying out of duties connected with the insured’s business; or
- b. a spouse, child, parent, brother, or sister of that “employee”, where the family member’s injury is a consequence of the injury described in D.5.a.

This exclusion applies whatever the capacity in which the insured may be liable, employer or otherwise, and it reaches any obligation to share damages with, or to repay, another who must pay damages because of the injury. This exclusion does not apply to liability the insured assumed in an “insured contract”;

6. Pollution.

a. “bodily injury” or “property damage” that arises out of a dispersal, discharge, seepage, migration, release, or escape of “pollutants”, whether actual, alleged, or threatened:

- (1) at or from premises, a site, or a location that any insured owns, rents, or occupies, or ever owned, rented, or occupied. This paragraph D.6.a.(1) does not exclude:
 - (a) “bodily injury” suffered inside a building at those premises, where the smoke, fumes, vapor, or soot causing the injury comes from equipment serving the building’s heating, cooling, or dehumidifying needs, or from equipment heating water for personal use by the building’s occupants or their guests;
 - (b) “bodily injury” or “property damage” for which you may be held liable as a contractor, where the owner or lessee of the

premises, site, or location has hired you to perform operations there and the premises, site, or location was never an insured’s own; or

(c) “bodily injury” or “property damage” caused by heat, smoke, or fumes from a “hostile fire”;

(2) at or from premises, a site, or a location used, now or in the past, by or for any insured or others to handle, store, dispose of, process, or treat waste;

(3) “pollutants” that any insured, or any person or organization for whom the insured may be legally responsible, transports, handles, stores, treats, disposes of, or processes as waste, or ever did;

(4) at or from premises, a site, or a location on which any insured, or any contractor or subcontractor working directly or indirectly for any insured, is performing operations, if the “pollutants” are brought on or to the premises, site, or location in connection with those operations by or for that insured, contractor, or subcontractor. This paragraph D.6.a. (4) does not exclude:

(a) “bodily injury” or “property damage” that arises out of the escape of fuels, lubricants, or other operating fluids that “mobile equipment” needs to perform its normal electrical, hydraulic, or mechanical functions, if the fluids escape from a vehicle part designed to hold, store, or receive them and the escape was not intentionally caused. This restoration does not reach fluids brought to the premises, site, or location for the purpose of being discharged, dispersed, or released there;

(b) “bodily injury” or “property damage” suffered inside a

building, where gases, fumes, or vapors cause the injury or damage and are released from materials brought into that building for the operations being performed there by or for any insured; or

(c) "bodily injury" or "property damage" that heat, smoke, or fumes from a "hostile fire" causes; or

(5) at or from premises, a site, or a location on which any insured, or any contractor or subcontractor working directly or indirectly for any insured, is performing operations, if the operations are to remove, contain, clean up, treat, detoxify, neutralize, monitor, or test for "pollutants", or to respond to or assess their effects in any way; and

b. any loss, cost, or expense that arises out of:

(1) a demand, request, order, or statutory or regulatory requirement obligating any insured or another to remove, contain, clean up, treat, detoxify, neutralize, monitor, or test for "pollutants", or respond to or assess their effects in any way; or

(2) a claim or "suit" by or for a governmental authority for damages because of the activities described in D.6.b.(1). This paragraph D.6.b. does not reach liability for damages, because of "property damage" this insurance otherwise covers, that the insured would bear even absent the request, demand, order, requirement, claim, or "suit";

7. Aircraft, Autos, and Watercraft. "bodily injury" or "property damage" that arises out of owning, maintaining, or using an aircraft, an "auto", or a watercraft that any insured owns, operates, rents, or borrows, or out of entrusting any of them to others. In this exclusion, use includes operation and "loading or unloading". This exclusion applies even if the claim against the insured alleges negligence or other wrongdoing

in supervising, hiring, employing, or training others, if the underlying cause of the injury or damage is the ownership, maintenance, use, or entrustment. This exclusion does not apply to:

- a. a watercraft while ashore on premises you own or rent;
- b. a watercraft that you do not own, if it is under 26 feet in length and carries no persons or property for a charge;
- c. the parking of an "auto" on premises you own or rent, or on the ways beside those premises, if neither you nor the insured owns, rents, or borrows that "auto". Damage to that "auto" itself remains excluded under D.10.d.;
- d. liability assumed under an "insured contract" for owning, maintaining, or using aircraft or watercraft; or
- e. "bodily injury" or "property damage" that arises out of operating machinery or equipment of the kinds described in d. or e. of the definition of "mobile equipment", or in the second paragraph of that definition, while the machinery or equipment is attached to, or part of, a vehicle treated as an "auto";

8. Mobile Equipment. "bodily injury" or "property damage" that arises out of:

- a. the carriage of "mobile equipment" by an "auto" that any insured owns, operates, rents, or borrows; or
- b. the use of "mobile equipment" in a prearranged racing, speed, demolition, or stunting activity, or in practice or preparation for one;

9. War. "bodily injury" or "property damage" that arises, directly or indirectly and however caused, out of:

- a. war, including undeclared war and civil war;
- b. warlike action by military forces, including action a government, sovereign, or other authority takes, using military personnel or agents, to hinder or defend against an actual or expected attack; or
- c. insurrection, rebellion, revolution, or usurped power, or any action a

governmental authority takes to hinder or defend against these events;

10. Damage to Property in Your Hands or of Your Making. “property damage” to:

- a. property you own, rent, or occupy, together with the costs and expenses that you or anyone else incurs to repair, replace, enhance, restore, or maintain that property for any reason, including preventing injury to a person or damage to someone else’s property;
- b. premises that you sell, give away, or abandon, where any part of those premises gives rise to the “property damage”;
- c. property loaned to you;
- d. personal property that the insured holds in care, custody, or control;
- e. the particular part of real property on which operations are being performed by you, or by any contractor or subcontractor working for you directly or indirectly, where those operations give rise to the “property damage”; or
- f. the particular part of any property that requires restoration, repair, or replacement because “your work” was performed incorrectly on it.

Paragraphs D.10.a., D.10.c., and D.10.d. do not exclude “property damage”, apart from fire damage, to premises rented to you for seven or fewer consecutive days, or to the contents of those premises; the Rented Premises Damage Limit described in G.6. applies to that damage. Paragraph D.10.b. does not apply if the premises are “your work” and were never occupied, rented, or held for rental by you. Paragraphs D.10.c. through D.10.f. do not reach liability assumed under a sidetrack agreement. Paragraph D.10.f. does not reach “property damage” within the “products-completed operations hazard”;

11. Damage to Your Product. “property damage” to “your product”, where the damage arises out of the product or any part of it. Resulting damage that “your product” causes to other persons or to other property is not excluded by this paragraph;

12. Damage to Completed Work. “property damage” to “your work”, where the damage arises out of the work or any part of it and falls within the “products-completed operations hazard”. Where a subcontractor performed, on your behalf, the work that was damaged, or the work from which the damage arises, this exclusion does not apply;

13. Impaired Property and Property Not Physically Injured. “property damage” to “impaired property”, or to property that has suffered no physical injury, arising out of:

- a. a dangerous condition in, or a defect, deficiency, or inadequacy of, “your product” or “your work”; or
- b. a delay in performing, or a failure to perform, a contract or agreement according to its terms, by you or by anyone acting on your behalf.

This exclusion does not reach loss of use of other property that arises from physical injury, sudden and accidental, to “your product” or to “your work” after either has been put to its intended service;

14. Recall of Products, Work, or Impaired Property. damages claimed for a loss, cost, or expense that you or another incurs because “your product”, “your work”, or “impaired property” is recalled or withdrawn from the market, or from the use of any person or organization, due to a defect, deficiency, or inadequacy, or a dangerous condition, in it, whether known or suspected, including the cost of its loss of use, withdrawal, recall, inspection, adjustment, repair, replacement, removal, or disposal;

15. Personal and Advertising Injury. “bodily injury” arising out of “personal and advertising injury”. Such injury is addressed, if at all, under A.2.;

16. Electronic Data. damages that arise out of electronic data being lost, damaged, corrupted, or made unusable, including its loss of use and any inability to access or to manipulate it. For this exclusion, electronic data has the meaning given in the definition of “property damage” in Section I.; and

17. Statutes Governing Communication and Information. “bodily injury” or “property damage” that arises, directly or indirectly, out of an act or omission that violates, or allegedly violates:

- a. the Telephone Consumer Protection Act of the United States, with its amendments and additions;
- b. the CAN-SPAM Act of 2003, with its amendments and additions;
- c. the Fair Credit Reporting Act or the Fair and Accurate Credit Transactions Act, with the amendments and additions to either; or
- d. any other statute, ordinance, or regulation, federal, state, or local, that regulates, forbids, or restricts the collecting, recording, printing, sending, transmitting, communicating, disseminating, disposing of, or distributing of material or information.

Exclusions D.3. through D.14. do not exclude fire damage to premises while rented to you, or while occupied by you temporarily with the owner’s permission. The Rented Premises Damage Limit described in G.6. caps what we will pay for that damage.

E. Exclusions Applicable to Personal and Advertising Injury Liability

The insurance under A.2. does not extend to “personal and advertising injury”:

- 1. **Knowing Violation.** caused by the insured, or at the insured’s direction, with knowledge that the act would violate another’s rights and would inflict “personal and advertising injury”;
- 2. **Known Falsity.** arising out of publication, in any manner, of material the insured knew was false when the insured published it or directed its publication;
- 3. **Prior Publication.** arising out of publication, in any manner, of material first published before the policy period began;
- 4. **Criminal Acts.** arising out of a criminal act committed by the insured or at the insured’s direction;
- 5. **Liability Assumed by Contract.** for which the insured has taken on liability by contract or agreement. This exclusion does not reach

liability for damages the insured would bear even without the contract or agreement;

- 6. **Breach of Contract.** arising out of a breach of contract. This exclusion does not apply to an implied agreement to use the advertising idea of another in your “advertisement”;
- 7. **Failure of Goods to Perform.** arising out of goods, products, or services failing to live up to a statement of quality or performance made in your “advertisement”;
- 8. **Wrong Price.** arising out of a wrong price description for goods, products, or services in your “advertisement”;
- 9. **Intellectual Property.** arising out of infringement of a patent, trademark, trade secret, copyright, or other intellectual property right. This exclusion does not apply to infringement of copyright, of trade dress, or of slogan in your “advertisement”;
- 10. **Media and Internet Businesses.** committed by an insured in the business of publishing, advertising, telecasting, or broadcasting, of designing or determining website content for others, or of providing internet search, access, content, or related services. This exclusion does not reach the offenses described in a., b., and c. of the definition of “personal and advertising injury”. For this exclusion, placing borders, frames, links, or advertising on the internet, for yourself or for others, is not by itself the business of publishing, advertising, telecasting, or broadcasting;
- 11. **Electronic Chatrooms and Bulletin Boards.** arising out of a chatroom or an electronic bulletin board that the insured owns or hosts, or that the insured controls;
- 12. **Unauthorized Use of Another’s Name or Product.** arising out of using another’s name or product, without authorization, in your email address, domain name, or metatags, or out of any similar tactic that misleads the potential customers of another;
- 13. **Pollution.** arising out of a dispersal, discharge, seepage, migration, release, or escape of “pollutants”, whether actual, alleged, or threatened, at any time, together with any loss, cost, or expense of the kinds described in D.6.b.;

- 14. **War.** that arises, directly or indirectly and however caused, out of the events described in D.9.; and
- 15. **Statutes Governing Communication and Information.** that arises, directly or indirectly, out of an act or omission that violates, or allegedly violates, any statute, ordinance, or regulation described in D.17.

F. Exclusions Applicable to Medical Expense Coverage

We will not pay expenses under A.3. for “bodily injury”:

- 1. to any insured, except a “volunteer worker”;
- 2. to a person hired to perform work for any insured or for a tenant of any insured, or on behalf of either;
- 3. to a person injured on any portion of your owned or rented premises that the person normally occupies;
- 4. to a person entitled, for the injury, to benefits under a workers compensation, disability benefits, or similar law, whether the benefits are payable or must be provided in kind, and whether or not the person is an “employee” of any insured;
- 5. to a person injured while taking part in athletics or exercise;
- 6. included within the “products-completed operations hazard”;
- 7. excluded under Section D.; or
- 8. arising directly or indirectly out of the events described in D.9.

G. Limits of Insurance and How They Apply

- 1. **The Governing Numbers.** The Limits of Insurance stated in the Declarations, applied under the rules in this Section G., cap what we will pay no matter how many:
 - a. insureds this Coverage Part protects;
 - b. claims are made or “suits” are brought; or
 - c. persons or organizations make claims or bring “suits”;
- 2. **General Aggregate Limit.** The General Aggregate Limit caps, for the entire policy

period, the sum of:

- a. medical expenses under A.3.;
- b. damages under A.1., other than damages for “bodily injury” or “property damage” within the “products-completed operations hazard”; and
- c. damages under A.2.;

- 3. **Products-Completed Operations Aggregate Limit.** The Products-Completed Operations Aggregate Limit caps, for the entire policy period, the damages under A.1. for “bodily injury” and “property damage” within the “products-completed operations hazard”. Payments subject to this aggregate do not reduce the General Aggregate Limit, and payments subject to the General Aggregate Limit do not reduce this aggregate. Capacity never moves between the two aggregates;
- 4. **Personal and Advertising Injury Limit.** Subject to G.2., the Personal and Advertising Injury Limit caps all damages under A.2., taken together, for all “personal and advertising injury” that any one person or organization sustains;
- 5. **Each Occurrence Limit.** Subject to G.2. or G.3., whichever applies, the Each Occurrence Limit caps the combined total of damages under A.1. and medical expenses under A.3. for all “bodily injury” and “property damage” that arises out of any one “occurrence”;
- 6. **Rented Premises Damage Limit.** Subject to G.5., the Rented Premises Damage Limit caps what we will pay under A.1. for “property damage” to any one premises, where the premises are rented to you or, in the case of fire damage, where they are rented to you or occupied by you temporarily with the owner’s permission;
- 7. **Medical Expense Limit.** Subject to G.5., the Medical Expense Limit caps all medical expenses under A.3. arising from “bodily injury” that any one person sustains;
- 8. **How Payments Erode the Limits.** Each payment of damages or medical expenses applies first against the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Rented Premises Damage Limit, or the Medical Expense Limit, whichever governs the payment. The amount paid then reduces the General

Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever governs that kind of loss, for the remainder of the policy period. When an aggregate limit is used up, our duties to pay and to defend end for all claims subject to that aggregate, even though the policy period continues. Supplementary Payments under B.2. do not reduce any Limit of Insurance; and

9. Annual Reinstatement. The Limits of Insurance apply afresh to each consecutive 12-month period of the policy, measured from the start of the policy period stated in the Declarations, and to any final period shorter than 12 months. If we extend the policy period after issuance by less than 12 months, the extension shares the limits of the annual period it follows rather than receiving its own.

H. Conditions

1. Bankruptcy. Neither the insured's bankruptcy or insolvency nor the bankruptcy or insolvency of the insured's estate relieves us of any obligation under this Coverage Part;

2. Duties in the Event of an Occurrence, Offense, Claim, or Suit.

a. You must make sure that notice of any "occurrence" or offense that may lead to a claim reaches us as soon as practicable. To the extent possible, the notice must state:

- (1) when, where, and how the "occurrence" or offense happened;
- (2) the names and addresses of witnesses and of anyone injured; and
- (3) the nature of any resulting injury or damage and where it is located;

b. If a claim is made or a "suit" is brought against any insured, you must:

- (1) record right away the specifics of the claim or "suit", together with the date received; and
- (2) notify us as soon as practicable and make sure that written notice of the claim or "suit" reaches us as soon as practicable;

c. You and every other involved insured must:

- (1) send us, immediately on receipt, a copy of every demand, notice, summons, and other legal paper connected with the claim or "suit";
- (2) give us written authority to collect records and related information;
- (3) cooperate with us as we investigate or settle the claim and as we defend the "suit"; and
- (4) help us, when we ask, to enforce any right of contribution or indemnity against any person or organization that may owe the insured for injury or damage this insurance may also cover; and

d. No insured may volunteer a payment, take on an obligation, or incur an expense, other than for first aid, without our consent. An insured that does so bears that cost itself;

3. Legal Action Against Us. No person or organization may join us as a party to a "suit" seeking damages from an insured, bring us into such a "suit" in any other way, or sue us under this Coverage Part until every term of this Coverage Part has been fully performed. Once liability is fixed by a final judgment against an insured after an actual trial, or by a settlement we have agreed to, the claimant may sue us for the covered amount, but we will not be liable for damages that this insurance does not cover or that exceed the applicable Limit of Insurance. An agreed settlement means a release of liability, and its accompanying settlement, signed by us, by the insured, and by the claimant or the claimant's legal representative;

4. Other Insurance. If, for a loss we cover under A.1. or A.2., the insured has other valid and collectible insurance available, our obligations are limited as follows:

a. **Primary Insurance.** This insurance is primary except when H.4.b. applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. In that case, we will share with all that other insurance by the method described in H.4.c.;

b. **Excess Insurance.** This insurance is excess over each of the following:

- (1) any other insurance, whatever its basis, primary, excess, or contingent:
 - (a) that covers “your work” as fire, extended coverage, builders risk, or installation risk insurance, or as similar property coverage;
 - (b) that covers, as fire insurance, premises rented to you or occupied by you temporarily with the owner’s permission;
 - (c) that you bought to cover your liability as a tenant for “property damage” to those rented or occupied premises; or
 - (d) that covers a loss arising out of the maintenance or use of aircraft, “autos”, or watercraft, to the extent D.7. does not exclude the loss; and
- (2) any other primary insurance under which the insured has been added as an additional insured and which covers the insured’s liability for damages arising out of premises, operations, products, or completed operations.

While this insurance is excess, we owe no defense under A.1. or A.2. against a “suit” that any other insurer is obligated to defend. If no other insurer takes up the defense, we may do so, and the insured’s rights against all the other insurers then belong to us. When this insurance is excess over other insurance, we will pay only that part of the loss, if any, left after subtracting:

- (1) the total that all the other insurance would pay for the loss if this insurance did not exist; and
- (2) all deductible and self-insured amounts under that other insurance.

We will share that remaining amount with any other insurance that is not described in this H.4.b. and that was not bought specifically to sit above the Limits of Insurance stated in the Declarations; and

c. Method of Sharing. If every other sharing insurer’s policy permits contribution by

equal shares, we will contribute by equal shares: each insurer pays the same amount until it exhausts its applicable limit or the loss is fully paid, whichever happens first. If any sharing insurer’s policy does not permit contribution by equal shares, we will contribute by limits: each insurer pays the proportion of the loss that its applicable limit bears to the sum of all insurers’ applicable limits;

- 5. **Premium Audit.** We compute the premium for this Coverage Part under our rules and rates. The advance premium shown in the Declarations is a deposit only. At the end of each audit period we will calculate the premium actually earned for that period; audit premiums are due on the date shown on our bill. If the advance and audit premiums paid for the policy period together exceed the earned premium, we will return the excess to the first named insured. The first named insured must keep the records our premium computation requires and must send us copies when we request them;
- 6. **Representations.** Your acceptance of this policy is your agreement that the statements in the Declarations are accurate and complete, that they rest on representations you made to us, and that we issued this policy relying on those representations;
- 7. **Each Insured Treated Separately.** The Limits of Insurance are shared, and the rights and duties this Coverage Part assigns specifically to the first named insured belong to it alone. In every other respect, this insurance applies to each named insured as though no other named insured existed, and separately to each insured against whom a claim is brought or a “suit” is filed;
- 8. **Recovery From Others.** When we make a payment under this Coverage Part, we take over any right the insured holds to recover all or part of that payment from another. The insured must not impair that right by any act after the loss and must, when we ask, sue in its own name, assign the right to us, or otherwise help us enforce it. Nothing in this condition prevents you from waiving, in writing and before a loss, your rights of recovery against a specific person or organization; and

9. **Nonrenewal.** If we decide not to renew this Coverage Part, we will give the first named insured named in the Declarations written notice of nonrenewal, mailed or delivered not later than 30 days before the expiration date, or earlier where the law of the state where this policy is issued requires a longer period. Proof that we mailed the notice is sufficient proof of notice.

I. Definitions

1. **“Advertisement”** means a notice that is broadcast to the public at large, or published to it or to particular market segments, concerning your goods, products, or services and aimed at winning customers or supporters. Material placed on the internet or transmitted by similar electronic means counts as published; for a website, only the parts promoting your goods, products, or services are the “advertisement”;
2. **“Auto”** means a motor vehicle built for road travel on land, together with any trailer or semitrailer and any attached machinery or equipment, plus any other land vehicle that a compulsory insurance, financial responsibility, or similar motor vehicle insurance law governs where the vehicle is licensed, or where it is principally garaged. The term “auto” excludes “mobile equipment”;
3. **“Bodily injury”** means physical injury to a person, and includes sickness, disease, and death that results from it at any time;
4. **“Coverage territory”** means:
 - a. the United States of America, together with its territories and possessions, and Puerto Rico and Canada;
 - b. international waters and airspace, but only while the injury or damage happens during travel or transportation between places described in a. of this definition; and
 - c. every other part of the world, if the injury or damage arises out of:
 - (1) goods or products that you made or sold in the territory described in a. of this definition;
 - (2) the activities of a person who lives in the territory described in a. of this

definition and is briefly away on your business; or

- (3) offenses within “personal and advertising injury” committed through the internet or similar electronic means of communication;

but under c. of this definition only if a “suit” on the merits brought in the territory described in a. of this definition, or a settlement we agree to, determines the insured’s responsibility to pay damages;

5. **“Employee”** includes a “leased worker” and does not include a “temporary worker”;
6. **“Executive officer”** means a person who holds an officer position that the organization’s governing documents, such as its charter, constitution, or bylaws, create;
7. **“Hostile fire”** means a fire that escapes the place where it was meant to burn, or that can no longer be controlled;
8. **“Impaired property”** means tangible property, apart from “your product” and “your work”, that has suffered no physical injury yet cannot be used, or has become less useful, because:
 - a. “your product” or “your work” is incorporated in it, and the product or work is known, or is believed, to be dangerous, defective, deficient, or inadequate; or
 - b. you have not fulfilled what a contract or agreement requires;

if repairing, replacing, adjusting, or removing “your product” or “your work”, or your fulfilling the contract or agreement, can restore the property to use;
9. **“Insured contract”** means:
 - a. a lease of premises, except any lease portion that indemnifies another for fire damage to premises rented to you, or occupied by you temporarily with the owner’s permission;
 - b. a sidetrack agreement;
 - c. an easement or license agreement, other than one connected with construction or demolition work on a railroad or within 50 feet of one;

- d. an ordinance-imposed obligation to indemnify a municipality, other than for work you perform for the municipality;
- e. an elevator maintenance agreement; and
- f. the part of any other contract or agreement that pertains to your business, including a municipal indemnification connected with work you perform for the municipality, in which you take on another party's tort liability for "bodily injury" or "property damage" suffered by a third person or organization. Tort liability means liability the law would impose even without a contract or agreement. Paragraph f. of this definition does not include the part of any contract or agreement:

- (1) that obligates you to indemnify a railroad for injury or damage arising out of construction or demolition work performed within 50 feet of railroad property, where the work affects a bridge, trestle, track, roadbed, tunnel, underpass, or crossing of the railroad;
- (2) that indemnifies an architect, an engineer, or a surveyor against injury or damage arising out of the preparation or approval of, or the failure to prepare or approve, plans, maps, surveys, reports, opinions, shop drawings, field orders, change orders, drawings, or specifications, or out of the giving of directions or instructions, or the failure to give them, where the giving or the failure is what primarily causes the injury or damage; or
- (3) under which an insured that practices as an architect, engineer, or surveyor takes on liability for injury or damage that arises out of its own rendering of, or failure to render, professional services, including the services described in (2) of this paragraph and activities of a supervisory, inspection, architectural, or engineering nature;

10. **"Leased worker"** means a person a labor leasing firm supplies to you, under an agreement between you and that firm, to carry out duties connected with your business. A "temporary worker" is not a "leased worker";

11. **"Loading or unloading"** means the handling of property:
- a. beginning when it leaves the place where it was accepted for shipment and continuing while it is moved into or onto an aircraft, a watercraft, or an "auto";
 - b. continuing while it is aboard the aircraft, watercraft, or "auto"; and
 - c. ending when it has been moved off the aircraft, watercraft, or "auto" and reaches the place of final delivery;

but the term does not include property moved by a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or "auto";

12. **"Mobile equipment"** means a land vehicle of any of the following kinds, together with attached machinery or equipment:
- a. bulldozers, farm machinery, forklifts, and other vehicles built principally for work off public roads;
 - b. vehicles kept for use only on premises you own or rent, or on ways next to those premises;
 - c. vehicles that travel on crawler treads;
 - d. vehicles, self-propelled or not, whose primary function is to carry permanently mounted power cranes, shovels, diggers, drills, or loaders, or road building or resurfacing equipment such as rollers, scrapers, or graders;
 - e. vehicles not described in a. through d. of this definition that are not self-propelled and whose primary function is to carry permanently attached equipment of the following kinds: pumps, air compressors, or generators, including welding, spraying, lighting, building cleaning, well servicing, or geophysical exploration equipment; or cherry pickers and similar worker-lifting devices; and
 - f. vehicles not described in a. through d. of this definition that are kept primarily for purposes other than carrying persons or cargo.

However, a self-propelled vehicle carrying any of the following kinds of permanently attached

equipment is an “auto”, not “mobile equipment”: equipment built primarily for snow removal, for road maintenance other than construction or resurfacing, or for street cleaning; cherry pickers and similar worker-lifting devices mounted on an automobile or truck chassis; and pumps, air compressors, or generators, including welding, spraying, lighting, building cleaning, well servicing, or geophysical exploration equipment. A land vehicle that a compulsory insurance, financial responsibility, or similar motor vehicle insurance law governs where it is licensed, or where it is principally garaged, is also an “auto”, not “mobile equipment”;

- 13. **“Occurrence”** means an accident. The term reaches a chain of continuous or repeated exposure to conditions that are essentially alike in their harmful character;
- 14. **“Personal and advertising injury”** means injury that arises out of any of the following offenses, and includes “bodily injury” consequential to any of them:
 - a. false arrest, detention, or imprisonment;
 - b. malicious prosecution;
 - c. wrongful eviction, wrongful entry, or another invasion of a person’s right to privately occupy a room, a dwelling, or premises the person occupies, committed by or for the owner, landlord, or lessor;
 - d. publication, oral or written and in any manner, of material that libels or slanders a person or organization, or that disparages the goods, products, or services of a person or organization;
 - e. publication, oral or written and in any manner, of material whose disclosure violates a person’s privacy rights;
 - f. taking another’s advertising idea and using it in your “advertisement”; or
 - g. infringement, within your “advertisement”, of another’s copyright, trade dress, or slogan;
- 15. **“Pollutants”** means irritants and contaminants of every kind, whether solid, liquid, gaseous, or thermal, and includes smoke, soot, vapor, fumes, acids, alkalis, chemicals, and waste. Materials destined for recycling, reconditioning, or reclamation count as waste;

16. “Products-completed operations hazard”:

- a. means all “bodily injury” and “property damage” that occurs away from any premises you own or rent and that arises out of “your product” or “your work”, except:
 - (1) products still in your physical possession; and
 - (2) work not yet completed or abandoned. However, “your work” is treated as completed at the earliest of the following times:
 - (a) when every part of the work your contract calls for has been completed;
 - (b) if your contract calls for work at more than one job site, when all of the work to be done at a given site has been completed; and
 - (c) when the portion of the work done at a job site goes into its intended use in the hands of a person or organization other than a contractor or subcontractor engaged on the same project.

Work otherwise complete is treated as completed even though it may still need service, maintenance, correction, repair, or replacement; and

- b. does not include “bodily injury” or “property damage” that arises out of:
 - (1) the transportation of property, except where a condition in or on a vehicle that you neither own nor operate causes the injury or damage and an insured created that condition through the “loading or unloading” of the vehicle; or
 - (2) the existence of tools, uninstalled equipment, or abandoned or unused materials;

17. “Property damage” means:

- a. physical injury to tangible property, together with all loss of use of that property that results. The loss of use is treated as happening when the physical injury that caused it happened; and

- b. loss of use of tangible property never physically injured. The loss of use is treated as happening when the “occurrence” that caused it took place.

Electronic data is not tangible property under this definition. Electronic data means digital information of any kind, including facts and computer programs, held on, created on, used on, or sent to or from software or media used with electronically controlled equipment, such as systems software, applications software, disks, drives, cards, tapes, and cells;

18. **“Suit”** means a civil proceeding alleging damages, covered by this insurance, for “bodily injury”, for “property damage”, or for “personal and advertising injury”. The term includes:

- a. an arbitration proceeding claiming those damages, if the insured must take part in it or takes part with our consent; and
- b. any other alternative dispute resolution proceeding claiming those damages, if the insured takes part with our consent;

19. **“Temporary worker”** means a person supplied to you as a short-term substitute for a permanent “employee” who is on leave, or to help you meet seasonal or short-run workload demands;

20. **“Volunteer worker”** means a person who is not your “employee”, donates work to you, acts at your direction and within the scope of duties you determine, and receives no fee, salary, or other compensation from you or anyone else for that work;

21. **“Your product”**:

- a. means:
 - (1) goods and products, other than real property, that you, or others trading under your name, or a person or organization from whom you acquired the business or its assets, manufacture, sell, handle, distribute, or dispose of; and
 - (2) the containers, other than vehicles, and the materials, parts, and equipment supplied with those goods or products;

b. includes:

- (1) warranties and representations made at any time about the fitness, durability, performance, use, or quality of “your product”; and
 - (2) warnings and instructions given, or omitted, about “your product”; and
- c. does not include a vending machine, or any other property that is rented to others, or placed for their use, but never sold; and

22. **“Your work”**:

- a. means:
 - (1) work and operations you perform, or that others perform on your behalf; and
 - (2) the materials, parts, and equipment supplied with that work or those operations; and
- b. includes:
 - (1) warranties and representations made at any time about the fitness, durability, performance, use, or quality of “your work”; and
 - (2) warnings and instructions given, or omitted, about “your work”.

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