DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

The certified acts of terrorism premium charge shown below is for coverage under this policy for insured losses covered by the Terrorism Insurance Program established by the Terrorism Risk Insurance Act of 2002 (the Act). That Program applies to certain losses, if otherwise covered by your policy, that result from an "act of terrorism," as that term is defined in and certified under the Act (insured losses). This terrorism premium does not include any charges for the portion of insured losses covered by the Federal Government under the Act. The Federal Government shares in the payment of insured losses under the Act, and the amount of its share is 90% of such losses that exceed the applicable insurer deductible.

If $0 is shown below for the certified acts of terrorism premium charge, this policy provides such terrorism coverage for no premium charge.

The certified acts of terrorism premium charge shown below does not apply to any insuring agreement or coverage part in this policy for which you did not accept our offer, for a premium charge, of such terrorism coverage. If you did not accept our offer of such terrorism coverage, this policy contains one or more exclusions that apply to certified acts of terrorism under each such insuring agreement or coverage part.

The Act establishes a cap on our liability to pay for insured losses if the aggregate amount of insured losses under the Act exceeds $100,000,000,000 during the applicable period for all insureds and all insurers combined. In that case, we will not be liable for the payment of any amount that exceeds such aggregate amount of $100,000,000,000.

Name of Insured: ENTERGY CORPORATION

Policy Number: KK09101762

Effective Date: 05/31/03

Certified Acts Of Terrorism Premium Charge:

Processing Date: 06/12/03 13:59 001

NOTICE
AVAILABILITY OF ADDITIONAL COVERAGE
FOR
LIMITED SUDDEN AND ACCIDENTAL POLLUTION EVENTS

If you have purchased general liability protection from us and coverage for pollution injury or damage is excluded, you may be eligible to purchase an endorsement that provides limited coverage for sudden and accidental pollution events. This endorsement is available for an additional premium. If you are interested in purchasing this endorsement, please contact your insurance agent.

This notice does not replace or add to the terms of your policy. You should contact your agent if you have any question about this notice.

NG043 Ed. 5-00 Printed in U.S.A.
©St.Paul Fire and Marine Insurance Co. 2000 All Rights Reserved

This policy protects against a variety of losses. There are also some restrictions. We've written this policy in plain, easy-to-understand English. We encourage you to read it carefully to determine what is and what is not covered, as well as the rights and duties of those protected.

Policy Number: KK09101762

DALLAS IRVING
SUITE 1100
225 E JOHN W CARPENTER FREEWAY
IRVING TX 75062-2782

In return for your premium, we'll provide the protection stated in this policy.

We, us, our, and ours mean **St. Paul Fire and Marine Insurance Company**. We're a capital stock company located in St. Paul, Minnesota.

The words you, your, and yours mean the insured named here, which is a/an

ENTERGY CORPORATION
639 LOYOLA AVENUE
NEW ORLEANS LA 70161

Your policy is composed of General Rules, an explanation of What To Do If You Have A Loss, one or more Coverage Summaries, and one or more Insuring Agreements explaining your coverage. It may also include one or more endorsements. Endorsements are documents that change your policy. The Policy Forms List shows all the forms included when this policy begins.

One of our authorized representatives will also countersign the policy.

This policy will begin on 05/31/03
and will continue until 05/31/04

Your former policy number: NEW
is automatically replaced

Your premium for the policy period shown is: $400,861.00

However, please refer to the Premiums section of the General Rules to see how final premiums are determined.

Our authorized representative is:
0165384
MCGRIFF SEIBELS & WILLIAMS, INC.
2211 7TH AVENUE SOUTH
BIRMINGHAM, AL 35233

Jay S. Fishman
President

Authorized Representative Date

Secretary

Processing Date 06/12/03 13:59 001

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1984 All Rights Reserved

COPY

POLICY FORM LIST

The St Paul

Here's a list of all forms included in your policy, on the date shown below. These forms are listed in the same order as they appear in your policy.

Title	Form Number	Edition Date
Disclosure Notice Terrorism Risk Insurance Act Of 2002	D0100	03-03
Introduction - St. Paul Fire And Marine Insurance Company	40800	05-87
Policy Form List	40705	05-84
Named Insured Endorsement	40502	01-80
General Rules	40701	09-96
General Rules - Massachusetts - Liability	40730	02-03
Waiver Of Rights Of Recovery Endorsement - Commercial General Liability	43390	10-93
Connecticut Required Endorsement	40517	01-97
Louisiana Required Endorsement	40753	08-02
Maine Required Endorsement	40743	07-02
New York Required Endorsement	40544	08-02
Vermont Required Endorsement	40530	08-02
Fraud and Misrepresentation Endorsement	40502	01-80
Cancellation Provision Endorsement	40502	01-80
What To Do If You Have A Loss	40814	11-91
Notice Of Accident Workers' Compensation Claim First Reported Endorsement	40502	01-80
Notice of an Event Endorsement	40502	01-80
Commercial General Liability Protection Coverage Summary	47110	01-96
Composite Rated Premium Adjustment Summary	GL088	05-95
Commercial General Liability Protection	47500	01-01
Louisiana Pollution Injury Or Damage Exclusion Additional Examples Endorsement	G0450	04-01
Asbestos Exclusion Endorsement - Products And Completed Work Liability	G0409	03-02
Change Of Limits Endorsement - General Total Limit Applies Per Work Site	43985	03-97
CGL Deductibles Endorsement - Deductibles Apply To Damages & Claim Expenses-Limits Are Reduced By The Deductible Amounts	G0213	04-97
Unnamed Partnership, Joint Venture, And Limited Liability Company Exclusion Exception Endorsement	G0348	11-97
Additional Protected Persons Endorsement	40502	01-80
Employee Benefit Plans Administration Liability Protection -Claims-Made Coverage Summary	43532	01-96
Employee Benefit Plans Administration Liability Protection -Claims-Made	43475	01-96

Name of Insured
ENTERGY CORPORATION

Policy Number KK09101762
Effective Date 05/31/03
Processing Date 06/27/03 15:18 003

©St.Paul Fire and Marine Insurance Co.1995

©St.Paul Fire and Marine Insurance Co.1995

Named Insured Endorsement

This endorsement amends the Insured named on your Introduction.

The Named Insured for this policy shall include Entergy Corporation and all of its subsidiary and related companies except those entities listed below for which coverage is hereby specifically excluded for this policy:

Entergy Gulf States, Inc.
Entergy Arkansas, Inc.
Entergy Louisiana, Inc.
Entergy New Orleans, Inc.
Entergy Mississippi, Inc.
Entergy Operations, Inc.
System Entergy Resources, Inc.
Entergy Services, Inc.
The Arklahoma Corporation
Arkansas Power & Light Company
Louisiana Power & Light Company
New Orleans Public Service, Inc.
Varibus, LLC
Prudential Oil & Gas LLC
GSG&T, Inc.
Southern Gulf Railway Company
Entergy Power & Light Company
Jackson Gas Light Company
Light, Heat and Water Company of Jackson, Mississippi
Mississippi Power & Light Company
System Fuels, Inc.
Entergy-Koch L.P. and all related and subsidiary companies

40502 Ed.1-80 Printed in U.S.A. Customized Form
©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

These rules apply to the entire policy unless you're notified otherwise.

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements or endorsements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $15 or less, we'll waive this amount. If the difference in premium we owe you is $15 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports or recommendations for us. You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to 3 years after this policy ends

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. This form must be signed by one of our authorized representatives.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured, less a charge for early cancellation.

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least 30 days before coverage will end: 10 days if we're cancelling for nonpayment of premium. If notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof you were notified. Any unused premium will be refunded to the first named insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Fraud And Misrepresentation

This policy is void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.

2. Each will select a competent and impartial appraiser and notify the other of the selection within 30 days of the demand.

3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding..

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred. State law gives you more time for property located in these states:

- North Dakota, North Carolina, Maryland - 3 years
- Wyoming - 4 years; and
- Kansas, Nebraska - 5 years

If your policy includes liability insurance. No one can sue us to recover on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

These rules apply to your policy to comply with Massachusetts law. As a result, they apply in place of the rules in any other General Rules in your policy to the extent required by Massachusetts law. In addition, they apply to each liability insuring agreement in your policy unless a more specific General Rules applies.

Table of Contents **Page**

Special Rights And Duties Of The First Named Insured 1
Your Policy Period 1
Premiums 1
Our Right To Inspect And Audit 2
Policy Changes 2
Assignment And Transfers 2
Cancellation 2
Recovering Damages From A Third Party 2
Fraud And Misrepresentation 3
How State Law Affects This Policy 3
Lawsuits Against Us 3
Definition Of Certified Act Of Terrorism 3

Special Rights And Duties Of The First Named Insured

You agree that when more than one insured is named in the introduction, the first named insured has special rights and duties. These rights and duties are explained in the following General Rules:

- Premiums.
- Cancellation.
- Policy Changes.

Your Policy Period

Insuring agreements in this policy begin at 12:01 a.m., standard time, on the effective date. If this policy replaces policies ending at noon, rather than 12:01 a.m., coverage begins at noon when the old policy ends.

Insuring agreements added to this policy after its effective date begin on the effective date of the added agreement.

Coverage ends at 12:01 a.m., standard time, on the expiration date. If all or part of this policy is cancelled for any reason before that date, that coverage will end at 12:01 a.m., standard time, on the cancellation date.

Premiums

We compute the premium you pay for this policy using information available at the time. So, all or part of your premium may be based on estimates. If estimates are used, we'll compute your actual premium when complete information is available at the end of the policy period. If it's more than you've paid, you'll owe us the difference. If it's less, we'll return the difference.

In any event, you won't pay less than any minimum annual premium agreed on.

The first named insured is responsible for paying all premiums and will be the one to whom we'll pay any return premiums.

In some instances, such as when coverage under your policy is changed, there may be a difference in your premium. If this happens, either you will owe us additional premium or we will owe you a refund. If the difference in premium that you owe us is $15 or less, we'll waive this amount. If the difference in premium we owe you is $15 or less, we won't refund this amount unless you request that we refund it. We'll apply this waiver of premium practice separately each time your policy is endorsed.

You must keep accurate records of the information we'll need to compute your premium. Your agent can explain the type of records we'll need. The first named insured agrees to send copies of these records at the end of each policy period - or any other time we request them.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2003 All Rights Reserved

Our Right To Inspect And Audit

You agree to let us inspect your property and business operations during normal business hours while this policy is in force. However, we're not required to:

- make inspections; or
- guarantee that your property or operations are safe, or conform to any laws, codes, standards, or regulations;

except as required by state or municipal laws, codes, standards, or regulations for the certification of boilers, pressure vessels, or elevators.

This rule also applies to any organization which makes insurance inspections, surveys, reports, or recommendations for us.

You also agree to let us examine and audit your financial books and records that relate to this insurance at any time up to three (3) years after this policy ends.

Policy Changes

This policy contains all the agreements between you and us concerning this insurance. The first named insured is authorized to make changes in this policy with our consent. This policy can only be changed by a written form included as part of the policy. This form must be signed by one of our authorized representatives.

We make changes in our standard insurance policy forms from time to time. These changes must conform to state law and are filed with insurance supervisory authorities for approval. While your coverage is in force we can make any change in the form of this policy that broadens or extends your coverage. If we do, and the change can be added to your policy without increasing the premium, you'll automatically receive the benefit of the extended or broadened coverage on the day the change is effective in your state.

Assignment And Transfers

Neither you nor anyone else covered under this policy can assign or turn over your interest in it without our written consent attached to the policy.

However, there is one exception. If you are an individual named insured and you die, your rights and duties will be transferred to your legal representative; but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having temporary custody of your property will have your rights and duties concerning that property.

Cancellation

The first named insured can cancel this policy in whole or part at any time.

To cancel, the first named insured must deliver the policy or the part to be cancelled to us or to any of our authorized agents. If this isn't possible notify us by mail and include the date coverage is to end. We'll refund the unused premium to the first named insured, less a charge for early cancellation.

If we cancel this policy, we'll mail or deliver a cancellation notice to the first named insured at least 30 days before coverage will end: 10 days if we're canceling for nonpayment of premium. If notice is mailed, proof of mailing to the first named insured's last mailing address known to us will be considered proof you were notified. Any unused premium will be refunded to the first named insured as soon as possible. However, the cancellation will be effective whether or not we've made or offered a refund.

Recovering Damages From A Third Party

Any person protected under this policy may be able to recover all or part of a loss from someone other than us. Because of this, each protected person must do all that's possible after a loss to preserve any right of recovery available. If we make a payment under this policy that right of recovery will belong to us. If we recover more than we've paid, the excess will belong to the person who had the loss. But we'll deduct our recovery expenses first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2003 All Rights Reserved

Fraud And Misrepresentation

This policy is void if you or any other protected person hide any important information from us, mislead us, or attempt to defraud or lie to us about any matter concerning this insurance - either before or after a loss. Of course, everyone makes mistakes. Unintentional errors or omissions won't affect your rights under this policy.

How State Law Affects This Policy

Any part of this policy that conflicts with state law is automatically changed to conform to the law.

Lawsuits Against Us

No one can sue us on a liability claim until the amount of the protected person's liability has been finally decided either by a trial or by a written agreement signed by the protected person, by us and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

Definition Of Certified Act Of Terrorism

If your policy contains a definition of certified act of terrorism, that definition is replaced with the following:

Certified act of terrorism means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 includes the following criteria for such an act of terrorism:

- The act resulted in aggregate losses in excess of $5 million; and
- The act is a violent act, or an act that is dangerous to human life, property, or infrastructure, and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States of America, including its territories and possessions and Puerto Rico, or to influence the policy or affect the conduct of the United States Government by coercion.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2003 All Rights Reserved

WAIVER OF RIGHTS OF RECOVERY ENDORSEMENT – COMMERCIAL GENERAL LIABILITY

The St Paul

This endorsement changes your General Rules.

How Coverage Is Changed

The following is added to the Recovering Damages From A Third Party rule. This change waives our right of recovery against certain persons or organizations for certain payments we make under your Commercial General Liability Protection.

We agree that we waive any right of recovery we may have against the person or organization shown below for any payment we make under your Commercial General Liability Protection for covered injury or damage or medical expenses that result from:

- your ownership, maintenance or use of a premises which you own or rent, lease or borrow from others;
- your work, completed work or products; or
- your other activities.

Person or organization:
Any person or organization which a Named Insured has by written contractual agreement executed prior to an occurrence or accident, agreed to waive it's recovery rights.

We explain what we mean by your work, your completed work and your products in the Products and completed work total limit section of your Commercial General Liability Protection.

Other Terms

All other terms of your policy remain the same.

Name of Insured
ENTERGY CORPORATION

Policy Number KK09101762
Effective Date 05/31/03
Processing Date 06/12/03 13:59 001

©St.Paul Fire and Marine Insurance Co.1994 All Rights Reserved

This endorsement changes your policy to comply with Connecticut law.

Cancellation

The Cancellation section of the General Rules is replaced by the following.

You can cancel this policy in whole or in part at any time. We can also cancel this policy, but our right to cancel has some restrictions which are described below.

How you can cancel. To cancel this policy or any part of it, the named insured must deliver the policy, or the part to be cancelled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date coverage is to end. The named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the named insured. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 30 days before coverage will end. The notice will state the reason for cancellation.

If your policy includes Professional Liability Protection, including Medical Professional Liability Protection, we'll give 90 days notice of cancellation for any reason.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Conviction of a crime.* We can cancel if you are convicted of a crime that increases any hazard you're insured against.

3. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you have committed fraud or made a material misrepresentation.

4. *Reckless acts.* We can cancel if we discover that you've knowingly done something or failed to do something that is reckless and increases any hazard we're insuring against.

5. *Change in the property.* We can cancel if, after we have issued or renewed your policy, a physical change occurs in the property we're covering that increases the hazard we're insuring against.

6. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a material increase occurs in the risk we're protecting that increases the risk we're insuring against.

7. *Determination by the Insurance Commissioner.* We can cancel if the Commissioner Of Insurance determines that continuing this policy would put us in violation of this state's insurance laws.

8. *Loss of reinsurance.* We can cancel if we lose all or a substantial part of the reinsurance that affects the line of insurance that this policy protects against.

If we cancel for any of these reasons, we'll mail or deliver a notice to you before coverage will end. If we cancel for nonpayment of premium, conviction of a crime, fraud or misrepresentation, reckless acts, or determination by the insurance commissioner, we'll send 10 days notice. If we cancel for change in the property or the risk, or loss of reinsurance, we'll send at least 60 days notice. The notice will state the reason for cancellation.

If your policy includes Professional Liability Protection, including Medical Professional Liability Protection, we'll give 90 days notice of cancellation for any reason.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

If we are cancelling for nonpayment of premium, you can avoid the cancellation if you pay the premium that's due before the cancellation date shown on the cancellation notice.

In any case, our notice of cancellation will show a date cancellation is to take effect. Coverage will end on that date.

Unused premium. As soon as possible, the named insured will get a refund of any unused premium. If we cancel, the refund will be figured on a prorata basis. If the named insured cancels, the refund will be less than prorata. However, the cancellation will be effective whether or not the named insured has been paid or offered the unused premium. If for some reason we fail to send the named insured unused premium that's due, we'll refund the premium due as soon as you notify us.

Nonrenewal. We may decide not to renew or continue this policy. If so, we'll give a notice of nonrenewal to you at least 60 days before the expiration date of this policy. This notice will include the specific reason for nonrenewal. We don't have to send such notice if we are failing to renew because you didn't pay your premium.

If your policy includes Professional Liability Protection, including Medical Professional Liability Protection, we'll give 90 days notice of nonrenewal.

Mailing the notice. We'll mail any notice of cancellation or nonrenewal to you by Registered Mail, Certified Mail, or by U.S. Proof of Mailing. Proof of such mailing to your last address known to us will be considered proof you were notified.

Claim And Policy Information

The following is added to the General Rules.

For all commercial policies, we'll provide the first named Insured with claim information requested on claims commencing not more than four years prior to the date of the first named insured's request.

Claim information means:
- the applicable policy numbers;
- the beginning dates and ending dates of coverage;
- the number of claims;
- the total of all paid losses; and
- the date of each loss.

If your policy includes Commercial General Liability Protection or Commercial Auto Protection, whenever a policy is cancelled or not renewed for any reason, we'll provide the first named Insured with written reports containing the following information requested on claims commencing not more than four years prior to the date of cancellation or nonrenewal, and ending six months prior to such date:
- each applicable policy number;
- the beginning dates and ending dates of coverage;
- evidence that the reports were furnished;
- amounts of written premiums;
- pricing information as specified by the insurance regulations of this state, along with any modifications as requested by you; and
- a detailed listing of each loss.

If such coverage was cancelled for nonpayment of premium, conviction of a crime, fraud or misrepresentation, reckless acts, or determination by the insurance commissioner, we'll provide this information by written report within 60 days of our receiving the first named insured's written request for this information. If further reports are required to to provide sufficient information to rate or obtain insurance with a different insurer, such reports will be furnished within 60 days of a written request by the first named insured or the other insurer's authorized representative.

If such coverage was cancelled for any reason other than one stated in the paragraph above, we'll provide this information to the first named insured or that prson's authorized agent no later than the date of the cancellation or nonrenewal.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the named insured, we don't make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if we accidentally provide incorrect information.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Appraisal Of Property Disputes

If your policy includes property insurance and agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.
2. Each will select a competent and impartial appraiser and notify the other of the selection within 20 days of the demand.
3. The appraisers will select a competent and impartial umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction. This selection must take place within 15 days after the appraisers have been selected.
4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding.

If Your Building Is Mortgaged

The following replaces the If Your Building Is Mortgaged section in your Property Protection Agreement. This is done to comply with Connecticut law which requires the following language to be in your policy.

Mortgagee interests and obligations. If loss hereunder is made payable, in whole or in part, to a designated mortgagee not named herein as the insured, such interest in this policy may be cancelled by giving to such mortgagee a ten days' written notice of cancellation.

If the insured fails to render proof of loss such mortgagee, upon notice, shall render proof of loss in the form herein specified within sixty (60) days thereafter and shall be subject to the provisions hereof relating to appraisal and time of payment and of bringing suit. If this Company shall claim that no liability existed as to the mortgagor or owner, it shall, to the extent of payment of loss to the mortgagee, be subrogated to all the mortgagee's rights of recovery, but without impairing mortgagee's right to sue, or it may pay off the mortgage debt and require an assignment thereof and of the mortgage. Other provisions relating to the interest and obligations of such mortgagee may be added hereto by agreement in writing.

How State Law Affects This Policy

The following is added to the How State Law Affects This Policy section of the General Rules.

Connecticut Standard Fire Policy. If any conditions of the Connecticut Standard Fire Policy, as seen in Connecticut Statutes; (Chapter 38, Section 98), are found to be more liberal than any other policy condition, the Connecticut Standard Fire Policy condition will apply.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 1997 All Rights Reserved

This endorsement changes your policy to comply with Louisiana law.

Table of Contents **Page**

Cancellation	1
Premiums	3
Fraud And Misrepresentation	3
Appraisal Of Property Disputes	3
Lawsuits Against Us	3
Property Protection - Broadening Exception For Otherwise Excluded Secondary Causes Of Loss	4
Property Protection - Insurance For Your Benefit	4
Property Protection - Preserving Your Rights	4
Property Protection - Prompt Payment Of Claims	4
Liability Protection - Asbestos And Lead Exclusions	4
Liability Protection - Definition Of Executive Officer	5
Liability Protection - Pollution Exclusions	6
Commercial General Liability Protection - Right And Duty To Defend	6
Health Care Provider Employment Practices Liability Protection - Pollution Exclusion	6
Other Terms	6

Cancellation

The following replaces the Cancellation section of the General Rules.

You can cancel this policy in whole or in part at any time.

How the first named insured can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part to be canceled, to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be canceled. The first named insured will get a refund for the unused premium, less a charge for early cancellation. We'll figure your refund using our customary short term rate table in effect at the time of cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, and isn't a renewal policy, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, we'll send the notice at least 10 days before coverage will end. If we cancel for any other reason, we'll send the notice at least 60 days before coverage will end. We'll also send a copy of the notice to anyone shown in the Coverage Summary as having an interest in covered property.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation with the intent to deceive.

3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, a change occurs in the risk we're protecting that increases the hazard we are insuring against. This includes an increase that's due to a law change.

4. *Determination by the Insurance Commissioner.* We may cancel this policy if the Commissioner Of Insurance determines that continuing this policy would put us in violation of any state's insurance laws, or jeopardize our being solvent.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

5. *Breaking the rules of this policy.* We may cancel this policy if you violate any of this policy's rules.

6. *Your acts.* We can cancel if you do something or fail to do something which increases any hazard we're insuring against. This includes your failure to follow loss control recommendations.

7. *Other approved reasons.* We may cancel this policy for any other reasons that have been approved by the Insurance Commissioner of this state.

If we cancel for any of these reasons, we'll mail or deliver a written cancellation notice to the first named insured. If we cancel for nonpayment of premium, we'll send at least a 10-day notice. If we cancel for any other reason, we'll send at least a 30-day notice before coverage will end. We'll send you, in writing, the reason for cancellation if you request it.

Additional notice of cancellation. If we cancel your policy, we will deliver or mail cancellation notices to others shown on the policy that have a financial interest in any covered loss that may occur.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail or deliver a notice of non-renewal to the first named insured and agent at least 60 days before the expiration date of this policy. Such notice will include loss information for the period of time your policy has been in force within, but not more than, the last three years of coverage.

If we fail to send proper notice of non-renewal, you'll have the 60-day period after we do deliver such notice with the same terms and rates. If we fail to send proper notice of non-renewal and you obtain other insurance, this policy will end on the date the other insurance takes effect.

Mailing the notice. Proof of mailing the cancellation or non-renewal notice to the first named insured's and agent's last address known to us will be considered proof you were notified.

Premium payment returned to us as uncollectible. We can cancel this policy if your premium payment check or other negotiable instrument is returned to us, our agent, or a premium finance company because it is uncollectible for any reason. We may make the cancellation effective the date the premium payment was due by:

- sending you written notice by certified mail; or
- delivering the notice to you;

within 10 days of the date that we receive notice of the returned check or negotiable instrument.

The notice will inform you that we'll reinstate the policy as of the date the premium payment was due, if you give us a cashier's check or money order for the full amount of the returned check or other negotiable instrument within 10 days of the date that the cancellation notice was mailed.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis with no minimum premium. If you cancel your policy, a refund will be sent within 30 days of the date cancellation takes effect. However, cancellation will take effect regardless of whether or not the first named insured has been made or offered a refund.

We'll send any refund to the first named insured, unless we cancel because your premium payment was returned to us as uncollectible. In that case, we'll send the refund within 10 days after the 10-day period described in the Premium payment returned to us as uncollectible section ends. If your policy was financed by a premium finance company, we'll send the refund to the premium finance company. If your agent paid the premium on your behalf, we'll send the refund to your agent.

Premium due for extended policy periods. If we agree to extend your policy beyond the policy expiration date, any earned premium for the extended period of coverage will be determined on a pro-rata basis based on the rates charged the previous year.

Conditional renewal or continuation. We can decide to renew or continue this policy with coverage or rate changes. However, if we renew or continue this policy with any of

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

the following changes, we'll mail or deliver a notice of them to the first named insured and your agent or broker at least 30 days before the policy's expiration date, or its anniversary date if it's a continuous policy:

- Rate increase.
- Change in deductible.
- Reduction in limits or coverage.

But we don't have to provide a notice of such changes if this policy is exempted from the notice requirement by Louisiana law or the Louisiana Department of Insurance.

Premiums

The following is added to the Premiums section of the General Rules.

We'll pay any return premiums to the first named insured, unless the terms of the Unused premium part of the Cancellation section entitle another person or entity to receive them.

During the first 89 days your policy is in effect, we may charge you additional premium for any material change in the risk described in the application for your policy. If we make such a charge, we'll mail or send the required notice to the first named insured at least 30 days before the date the additional premium is due.

Fraud And Misrepresentation

The Fraud And Misrepresentation section of the General Rules is replaced by the following.

We can deny coverage for a loss under this policy if:

1. You have provided us with false information;

2. The information was provided with the intent to deceive us; and

3. The fraud or misrepresentation is material to the exposures we are covering under this policy.

Appraisal Of Property Disputes

If your policy includes property protection, the following replaces the Appraisal Of Property Disputes section of the General Rules.

If agreement can't be reached on the amount of a property loss or the value of the property, the following procedure may be used, but is not mandatory:

1. Both of us will agree to an appraisal of the loss.

2. Each will select a competent and impartial appraiser.

3. The appraisers will select an umpire. If they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.

4. The appraisers will state separately the value of the property and the amount of loss. If they don't agree, they'll submit their appraisals to the umpire.

Each party will:

- pay its chosen appraiser; and
- pay the other expenses of the appraisal and umpire equally.

Lawsuits Against Us

The following replaces the Lawsuits Against Us section of your General Rules.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within two (2) years after the date on which the direct physical loss or damage occurred.

If your policy includes liability insurance. A person or organization may bring a suit against us including, but not limited to, a suit to recover on an agreed settlement or on a final judgment against a protected person; but we won't be liable for damages that:

- are not payable under the terms of the applicable liability insuring agreement; or
- are in excess of the applicable limit of coverage.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Agreed settlement means a settlement and release of liability signed by:

- us;
- the protected person; and
- the claimant or the claimant's legal representative.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

Property Protection – Broadening Exception For Otherwise Excluded Secondary Causes Of Loss

If your policy includes property or inland marine protection, the following is added.

A loss may be caused by a chain of causes. If a covered cause of loss is the dominant cause of such loss, we won't deny coverage on the basis that a secondary cause in that chain is not a covered cause of loss.

Property Protection – Insurance For Your Benefit

If your policy includes property protection, the following replaces any Insurance for your benefit or similar part.

This insurance is for your benefit. No third party having temporary possession of your property, such as a transportation company, can benefit directly or indirectly from it.

Property Protection – Preserving Your Rights

If your policy includes property protection, the following replaces any Preserving your rights part, or similar part, which changes the Recovering Damages From A Third Party section of the General Rules.

You must do all you can to preserve any rights you have to recover your loss from others.

Before a loss occurs, you can give anyone a written release from any responsibility for losses to property. You can also accept ordinary bills of lading from a shipper, even if they limit the carrier's liability for losses.

But after a loss you can release only:

- your tenant;
- another person covered under this policy; or
- any firm or organization that you own or control or that owns or controls you.

Property Protection – Prompt Payment Of Claims

We agree to pay the undisputed amount of any property loss covered by this policy within 30 days after we receive satisfactory proof of loss. But if the cause of loss is arson-related, we don't have to comply with this payment deadline while the state fire marshal or any other state or local investigative body has the loss under active arson investigation.

Liability Protection – Asbestos And Lead Exclusions

If your policy includes:

- Commercial General Liability Protection; or
- Umbrella Excess Liability Protection, other than the Commercial Umbrella Excess Liability Protection insuring agreement;

the following changes apply to those insuring agreements that don't already include them. These changes comply with a regulatory requirement of the Louisiana Insurance Department that we use a specific asbestos or lead exclusion, rather than any pollution exclusion, to exclude coverage for:

- injury or damage or medical expenses that result from asbestos or lead in any form; or
- asbestos or lead work loss, cost, or expense.

1. Any "asbestos ceiling tile" example and "apartment with lead paint" example paragraphs following the definition of protected person's premises is deleted from any:
   - Pollution injury or damage exclusion; or
   - Pollution injury or damage not related to autos exclusion;

   whichever is in those insuring agreements.

2. The following replaces the definition of pollutant in those insuring agreements.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
 ©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, other than asbestos or lead, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

3. The following exclusion:
   - is added to those insuring agreements that don't contain a specific asbestos exclusion; and
   - replaces the existing Asbestos exclusion in those insuring agreements that already contain a specific asbestos exclusion.

   Asbestos. We won't cover:
   - injury or damage; or
   - medical expenses, if coverage for such expenses is part of this agreement;

   that result from any actual, alleged, or threatened:
   - absorption, ingestion, or inhalation of asbestos in any form by any person; or
   - existence of asbestos in any form.

   Nor will we cover injury or damage that results from any actual, alleged, or threatened:
   - absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
   - existence of any such other irritant or contaminant in any form;

   and is part of any claim or suit that also alleges any injury or damage described in the first paragraph of this exclusion.

4. The following exclusion:
   - is added to those insuring agreements that don't contain a specific lead exclusion; and
   - replaces the existing Lead exclusion in those insuring agreements that already contain a specific lead exclusion.

   Lead. We won't cover:
   - injury or damage; or
   - medical expenses, if coverage for such expenses is part of this agreement;

   that result from:
   - any person absorbing, ingesting, or inhaling lead in any form; or
   - the existence of lead in any form.

5. The following exclusion is added to those insuring agreements.

   Asbestos or lead work, loss, cost, or expense. We won't cover any loss, cost, or expense that results from:
   - any request, demand, or order that any protected person or others perform asbestos or lead work; or
   - any claim or suit by or for any governmental authority for damages that result from the performance of asbestos or lead work.

   Asbestos or lead work means:
   - the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of asbestos or lead; or
   - the responding to, or assessing, in any way the effects of asbestos or lead.

Liability Protection – Definition Of Executive Officer

If your policy includes any:
- Commercial General Liability Protection;
- Liquor Liability Protection;
- Owners Or Contractors Liability Protection;
- Products And Completed Work Liability Protection; or
- Railroad Liability Protection;

insuring agreement that doesn't contain a definition of executive officer, the following definition is added to the Corporation or other organization part of that agreement's Who Is Protected Under This Agreement section.

Executive officer means only a person holding an officer position created by your charter, constitution, or by-laws.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Liability Protection – Pollution Exclusions

If your policy includes:

- Commercial General Liability Protection; or
- Umbrella Excess Liability Protection, other than the Commercial Umbrella Excess Liability Protection insuring agreement;

the following changes apply to any of those insuring agreements that don't already include them. These changes comply with a regulatory requirement of the Louisiana Insurance Department in accordance with Advisory Letter Number 01-01 dated December 28, 2001.

1. The following is added to any:
   - Pollution injury or damage exclusion; or
   - Pollution injury or damage not related to autos exclusion;

   whichever is in those insuring agreements.

   We won't apply this exclusion to:
   - bodily injury or property damage; or
   - medical expenses, if coverage for such expenses is part of this agreement;

   that result from contractor or service work materials fumes, gases, or vapors.

   Contractor or service work materials fumes, gases, or vapors means only the fumes, gases, or vapors that:
   - result from materials brought into a building at or on a protected person's work site in connection with work, other than pollution work, being performed there by or for you; and
   - are within that building.

2. The following replaces the first paragraph of the Pollution work loss, cost, or expense exclusion.

   We won't cover any loss, cost, or expense that results from:
   - any request, demand, order, or statutory or regulatory requirement that any protected person or others perform pollution work; or
   - any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

   But we won't apply this exclusion to any damages for property damage for which the protected person would have liability without such:
   - request, demand, order, or statutory or regulatory requirement; or
   - claim or suit.

Commercial General Liability Protection – Right And Duty To Defend

If your policy includes a Commercial General Liability Protection agreement that provides Medical expenses coverage, the following is added to the Right and duty to defend a protected person section, or the Right and duty to defend section, whichever applies in that agreement. This change complies with a regulatory requirement of the Louisiana Insurance Department.

Our payments of covered medical expenses do not end our duty to defend protected persons.

Health Care Provider Employment Practices Liability Protection – Pollution Exclusion

If your policy includes Employment Practices Liability Protection - Claims-Made, the Pollution exclusion in the Exclusions - What This Agreement Won't Cover section is deleted.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

This endorsement changes your policy to comply with Maine law.

Table of Contents **Page**

Exemption From Liability For Insurance Inspection Services 1
Cancellation 1
Fraud And Misrepresentation 2
Liability Protection - Claim Information 2
Liability Protection - Lead Paint Example 3
Liability Protection - Prejudgment Interest 3
Claims-Made Liability Protection - Extended Reporting Period Options 3
Medical Professional Liability Protection - Claims-Made - Optional Reporting Endorsement 3
Other Terms 3

Exemption From Liability For Insurance Inspection Services

The following is added to the General Rules. This rule limits our liability for certain inspection services under the terms of Maine law 14 M.R.S.A. Section 167.

We, our agents, employees or service contractors acting for us aren't responsible for damages from injury, death or loss that occurs as a result of any act or failure to act in providing or failing to provide an inspection service in connection with the issuing or renewing of a property or liability insurance policy.

But this exemption from liability doesn't apply:

- if the injury, death or loss occurred during the actual performance of the service and was directly caused by our negligence or by the negligence of our agents, employees or service contractors;
- to inspection services that are required to be performed by a written service contract or loss prevention program;
- in any lawsuit against us, our agents, employees or service contractors for damages directly caused by our acts or omissions which are determined to constitute a crime, malice or gross negligence; or
- if we fail to provide this written notice to you when your policy is issued or renewed.

Cancellation

The following replaces the Cancellation section of the General Rules.

How the first named insured can cancel. The first named insured can cancel this policy by delivering the policy to us or any of our authorized agents. If this isn't possible, notify us before the date the policy is to be canceled. If the first named insured cancels the policy, you'll get a refund of any unused premium, less a charge for early cancellation.

How we can cancel a policy in effect less than 60 days. When the policy has been in effect less than 60 days, and isn't a renewal or continuation policy, we may cancel for any reason. We'll mail a notice of cancellation to the first named insured. The notice will show the reason for cancellation. The cancellation won't take effect until 10 days after you've received the notice.

How we can cancel a policy in effect 60 days or more or a renewal. When the policy has been in effect 60 days or more or is a renewal or continuation policy, we can cancel only for any of the following reasons.

1. *Nonpayment of premium.*
2. *Fraud or misrepresentation.* We can cancel if we discover that you've committed fraud or material misrepresentation or have consented to that in obtaining or renewing this policy, or in submitting a claim.
3. *Substantial change in the risk.* We can cancel if we discover a substantial change in the risk which increases the

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

chance of loss after your policy has been in effect. This includes an increase in risk that's caused by a law or court decision.

4. *Failure to comply with reasonable loss control recommendations.*

5. *Failure to live up to your promises.* We can cancel if you fail to live up to your duties, promises, warranties, or rules in this policy.

6. *Determination by Superintendent.* We can cancel if the Superintendent of Insurance determines that continuing the type of policy you have would put us in violation of this state's insurance laws, another state's insurance laws, or might cause us to become insolvent.

We'll mail a notice to the first named insured if we cancel for any of these reasons. Cancellation will take effect 10 days after the first named insured has received the notice. The notice will show the reason for cancellation.

Appealing cancellation. If we cancel, you can request a hearing regarding your policy's cancellation within 45 days after you receive our notice. State law governs this hearing.

Certain policies in effect for more than one year. If the policy has been issued for more than one year and, for an extra charge the premium has been guaranteed, the following special rule applies.

We can't refuse to renew this type of policy or increase the premium for it during the policy period.

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail a notice to the first named insured at least 30 days before the end of the policy period.

Mailing the notice. We'll mail any notice of cancellation or non-renewal to the first named insured's last address known to us. We can deliver any notice instead of mailing it. U.S. Post Office Proof Of Mailing will be considered proof that the first named insured received the notice on at least the third day after we mailed it.

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

We won't provide coverage if you or anyone else insured under your policy, at any time:

- intentionally conceals or misrepresents a material fact;
- engages in fraudulent conduct; or
- makes a false statement;

relating to this insurance.

Liability Protection – Claim Information

The following is added to the General Rules if your policy includes any of the following insuring agreements:

- Commercial General Liability Protection - Claims-Made;
- Liquor Liability Protection - Claims-Made; or
- Products And Completed Work Liability Protection - Claims-Made.

We'll provide you or your authorized representative with the following information for any of the above claims-made insuring agreements, and any preceding claims-made insuring agreement, we have issued to you during the previous three years:

- The date and description of the event on closed claims including the amount of payment, if any.
- The date and description of the event on open claims including the amount of payments and reserves, if any. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
- The date and description of each event you reported to us for which no amounts have been paid or reserved.

If we cancel or elect not to renew any of the above claims-made insuring agreements, we'll provide this information at the same time that we send the notice of cancellation or non-renewal. Otherwise, we will provide this information only if we receive a request from you or your authorized representative. If we do, we'll provide this information within 30 days of receipt of such request.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this information to the first named insured, we don't make any promises or warranties to anyone that this information has no errors. Any cancellation or non-renewal will take effect even if we accidentally provide incorrect information.

Liability Protection – Lead Paint Example

If your policy includes Commercial General Liability Protection or Umbrella Excess Liability Protection, the "apartment with lead paint" example paragraph following the definition of protected person's premises in any Pollution exclusion in either of those insuring agreements is deleted.

Liability Protection – Prejudgment Interest

If your policy includes liability protection, the following rule change may apply.

Any rule that pertains to prejudgment interest in any of your liability insuring agreements is replaced by the rule below.

The following is added to the What This Agreement Covers section of your liability insuring agreements which provide coverage for prejudgment interest as damages. This change broadens coverage.

Prejudgment interest. We'll also pay the prejudgment interest awarded against the protected person on that part of any judgment paid by us. And we'll consider such payment to be in addition to the limits of coverage.

Claims-Made Liability Protection – Extended Reporting Period Options

If your policy includes liability protection written on a claims-made basis, any option for an extended reporting period of less than 36 months is not available.

Medical Professional Liability Protection – Claims-Made – Optional Reporting Endorsement

If your policy includes medical professional liability protection - claims-made, the following replaces the first two paragraphs of the Limited Reporting Period section.

If this agreement ends because one of us chooses to cancel or not renew it, you'll have 30 days from the date this agreement ends to first report claims or suits that would have been covered had they been reported before the date the cancellation or nonrenewal takes effect.

However, the limited reporting period won't apply:

- if your policy was canceled for nonpayment of premium; or
- to claims or suits for covered injury or death which are covered by any other insurance you buy that takes effect on or after the ending date of this agreement.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

This endorsement changes your policy to comply with New York law.

Table of Contents **Page**

Cancellation	1
Appraisal Of Property Disputes	4
Fraud And Material Misrepresentation	4
Lawsuits Against Us	4
Our Right To Inspect And Audit	4
Punitive Or Exemplary Damages	5
Property And Crime Protection - Estimation Of Claims	5
Property Protection - Antiarson Application Requirement	5
Property Protection - Cancellation Or Nonrenewal Notice To Mortgageholders	5
Property Protection - Rewards Coverage	6
Property Protection - Special Rule For The Payment Of A Building Loss	6
Liability Protection - Definition Of Loading Or Unloading	6
Liability Protection - Discrimination Exclusion	6
Liability Protection - Excess Insurance Requirement	6
Liability Protection - Failure To Give Timely Notice	6
Liability Protection - Lead Paint Example	7
Liability Protection - What To Do If You Have A Loss	7
Employee Benefit Plans Administration Liability Protection	7
Insurance Agents Or Brokers Professional Liability Protection - Claims-Made	7
Other Terms	7

Cancellation

The following replaces the Cancellation section of the General Rules.

How you can cancel. To cancel this policy, the first named insured must deliver the policy to us or to any of our authorized agents. If this isn't possible, notify us by mail and include the date you want the policy canceled. You'll get a refund for the unused premium, less a charge for early cancellation.

How we can cancel a policy in effect 60 days or less. If this policy has been in effect 60 days or less, and isn't a renewal or continuous policy, we can cancel the entire policy for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured, and to your agent or broker, at least 30 days before coverage will end. The notice will state the reason for cancellation.

However, if we cancel for any of the following reasons, we'll mail or deliver a notice of cancellation to the first named insured, and to your agent or broker, at least 15 days before coverage will end:

1. Nonpayment of premium.
2. Conviction of a crime that results from acts that increase the hazard we're insuring against.
3. Our discovery of fraud or material misrepresentation while obtaining this policy or presenting a claim.
4. Our discovery, after we have issued or last renewed the policy, of any act or failure to act, or of a violation of any of the policy's rules or conditions, that substantially and materially increases the chance of loss, and which occurs after the beginning date of the current policy period.
5. A material physical change in covered property, which occurs while this policy is in effect, which results in the property becoming uninsurable according to our objective and uniformly applied underwriting standards in effect at the start of the current policy period.
6. A material change in the risk itself, which occurs after the policy is issued or last renewed, that substantially increases the risk of loss beyond what we had contemplated when we issued or renewed the policy.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

7. The Superintendent of Insurance determines that continuing this policy might jeopardize our solvency, or if continuing this policy places us in violation of New York Insurance Law.

8. We have good reason to believe that you are about to let covered property be destroyed, or destroy covered property for the purpose of collecting insurance proceeds. If we cancel for this reason, we'll send a notice to the first named insured, your agent, and to the New York Insurance Department. If you want to have this cancellation reviewed by the New York Insurance Department, you must make a written request within 10 days of receipt of our notice.

9. For professional liability protection, the revocation or suspension of a protected person's license to practice their profession; or for insured hospitals, the loss of a valid operating certificate.

10. For excess liability protection, the cancellation of basic or underlying insurance for any of the reasons stated above if that insurance is not replaced without a lapse of coverage.

How we can cancel a policy in effect more than 60 days or a renewal policy. If your policy has been in effect more than 60 days or is a renewal, we can only cancel it during the policy period for one of the reasons listed in the How we can cancel a policy in effect 60 days or less section.

If we do cancel for any of these reasons, we'll mail or deliver a notice of cancellation to the first named insured and your agent or broker at least 15 days before coverage will end. The notice will state the reasons for cancellation.

Special rule for property protection. If your policy includes Property Protection, and we cancel for nonpayment of premium, we'll also send a copy of the cancellation notice to any mortgage holder. We'll send the notice to such mortgage holder at the same time that we send the notice to the first named insured and your agent or broker.

Nonrenewal. We can decide not to renew or continue this policy for any reason. If we do so, we'll mail or deliver a written notice of nonrenewal to the first named insured's last mailing address known to us. We'll also mail the notice to your agent or broker. The notice will state the reason for the nonrenewal.

We'll mail or deliver the nonrenewal notice no earlier than 120 days before the policy's expiration date, or its anniversary date if it is a continuous policy.

If we mail or deliver the nonrenewal notice at least 60 days before the expiration or anniversary date, the nonrenewal will take effect on the expiration or anniversary date.

However, if we mail or deliver the nonrenewal notice less than 60 days before the expiration or anniversary date, the nonrenewal won't take effect until 60 days after the mailing or delivery date, or until you replace or cancel the policy, whichever period is less. The coverage under the policy will remain in effect and unchanged at the lower of the current rates or the expiring period's rates during the part of the 60 day period which extends beyond the expiration or anniversary date. But any total limit of liability will be increased in proportion to that extension of coverage. We won't mail or deliver any other nonrenewal notice to the first named insured before the extension of coverage ends.

In addition, if we mail or deliver the nonrenewal notice on or after the expiration or anniversary date, the nonrenewal won't take effect until one year after that expiration or anniversary date, or until you replace or cancel the policy, whichever period is less.

However, if you don't replace or cancel the policy before the ending date of the extension of coverage, the nonrenewal won't take effect on that date unless we also mail or deliver a second nonrenewal notice at least 60 days, and no earlier than 120 days, before that date.

The coverage under the policy will remain in effect and unchanged at the lower of the current rates or the expiring period's rates during the extension of coverage. But any total limit of liability will be increased in proportion to the extension of coverage.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Conditional renewal or continuation. We can decide to renew or continue this policy with coverage or rate changes.

However, if we renew or continue your policy with any of the following changes, we'll mail or deliver a written notice which includes a description of each change to the first named insured and to your agent or broker:

- Change in the limits of coverage.
- Change in the type of coverage.
- Reduction of coverage.
- Increase in deductible.
- Additional exclusions.
- 10% or greater increase in the premium. But this change doesn't include a premium increase that's based on an increase in the value of covered property, an increase in exposure units, your periodic reports described in the Premiums section of the General Rules, experience rating, loss rating, retrospective rating, or an audit.

We'll mail or deliver this conditional renewal or continuation notice no earlier than 120 days before the policy's expiration date, or its anniversary date if it's a continuous policy.

If we mail or deliver the notice at least 60 days before the expiration or anniversary date, each change described in the notice will take effect on the expiration or anniversary date.

If we mail or deliver the notice less than 60 days before the expiration or anniversary date, none of the changes described in it will take effect until 60 days after that mailing or delivery date. As a result, if you renew or continue this policy, its coverage will remain unchanged at the lower of the current rates or the expiring period's rates during the part of the 60 day period which extends beyond the expiration or anniversary date. But any total limit of liability subject to a coverage change described in the notice will be increased in proportion to that extension of coverage. Any other total limit will apply in accordance with the renewed or continued coverage.

However, if the mailing or delivery date is at least 30 days before the expiration or anniversary date and you decide to renew the policy or continue coverage with the changes described in the notice, we'll apply those changes as of the expiration or anniversary date.

If we mail or deliver the notice on or after the expiration or anniversary date, none of the changes described in the notice will take effect during the one year after that expiration or anniversary date. The coverage under the policy will remain in effect and unchanged at the lower of the current rates or the expiring period's rates during that extension of coverage. Any total limit of liability will apply in accordance with that renewed or continued coverage.

Mailing the notice. We'll mail any notice of cancellation, nonrenewal, or conditional renewal or continuation to the first named insured's last address known to us. We'll also mail these notices to your agent or broker. These notices will advise the first named insured and your agent or broker of the availability of the loss information described in the Loss information section that follows. Mailing such notice of cancellation, nonrenewal, or conditional renewal or continuation to the first named insured's last address known to us will be considered proof you were notified.

Loss information. We will provide the first named insured with the following loss information for the period of time that we have continuously provided coverage under this policy:

- The date and description of the event on closed claims, including the amount of payment, if any;
- The date and description of the event on open claims, including the amount of payment, if any;
- The date and description of each event you reported to us.

However, we will provide this information only if we receive a request for it from the first named insured or your agent or broker. Once we receive this request, we'll mail or deliver the information to the first named insured or your agent or broker within 20 days of receipt of the request.

We collect this information for our own business purposes. We do so as carefully and accurately as we can. In giving this

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

information to the first named insured or your agent or broker, we don't make any promises or warranties to anyone that this information has no errors. Any cancellation or nonrenewal will take effect even if we accidentally provide incorrect information.

Appraisal Of Property Disputes

If your policy includes property insurance, the following replaces the Appraisal Of Property Disputes section of the General Rules.

If agreement can't be reached on the amount of a property loss or the value of the property, the following procedure will be used:

1. One of us will make a written demand for an appraisal.
2. Each will select a competent and impartial appraiser and notify the other of the selection within 20 days of the demand.
3. The appraisers will select a competent and impartial umpire. If, within 15 days, they can't agree on an umpire, either may ask that one be selected by a judge of a court having jurisdiction.
4. The appraisers will state separately the amount of the loss and the value of the property. If they don't agree, they'll submit their appraisals to the umpire. Agreement of two out of three will be binding.

You'll pay your appraiser and we'll pay ours. Other costs of the appraisal and the umpire will be shared equally by you and us.

If we submit to an appraisal, we'll still retain our right to deny the claim.

Fraud And Material Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought under this policy.

Nor do we provide coverage for any insured who has committed or made a material misrepresentation, omission, concealment of fact, or deliberately incorrect statement which caused us to:

- accept the risk or hazard that resulted in the loss; or
- provide an amount of insurance that we otherwise wouldn't have provided;

when we relied on such representation, fact, or statement in our evaluation of the risk.

Lawsuits Against Us

The following replaces the Lawsuits Against Us section of the General Rules.

No one can sue us to recover under this policy unless all of its terms have been lived up to.

If your policy includes property insurance. Any lawsuit to recover on a property claim must begin within 2 years after the date on which the direct physical loss or damage occurred.

If your policy includes liability insurance. No one can sue us on a liability claim until the amount of the protected person's liability has been decided either by a judgment or by written agreement signed by the protected person, by us, and by the party making this claim. Once liability has been determined by judgment or by written agreement, the party making the claim may be able to recover under this policy, up to the limits of coverage that apply. But that party can't sue us directly or join us in a suit against the protected person until liability has been so determined.

If the protected person or his or her estate goes bankrupt or becomes insolvent, we'll still be obligated under this policy.

Our Right To Inspect And Audit

The following replaces the Our Right To Inspect And Audit section of the General Rules.

You agree to let us inspect your property and business operations during normal

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

business hours while this policy is in force. We're not, however, required to make inspections. Nor will we guarantee that your property or operations are safe, or that they conform to any laws, codes, standards, or regulations. This rule also applies to any organization which makes insurance inspections, surveys, reports, or recommendations for us.

You also agree to let us examine your financial books and records that relate to this insurance at any time up to three years after the policy ends.

If this policy includes any insuring agreement for which the initial premium is based on an estimated exposure, an audit will be conducted for the purpose of determining the final premium we'll charge for such insurance.

However, this audit may be waived if:

- the total annual premium on which the audit may be attributed is not reasonably expected to exceed $1,500; or
- the policy requires that we be notified of any additional exposure, such as new buildings, on which you request coverage.

If the audit is not waived, it will be completed within 180 days after the expiration date of this policy and may not be waived. If, as a result of such audit, it is determined that you have overpaid us, we'll refund or credit your account as soon as possible. If it is determined, however, that you have underpaid us, you agree to pay any premium due as soon as possible.

If you fail to cooperate with us when we attempt to complete such examination or audit, we may decide not to renew your policy at the end of the policy period. Such failure to cooperate includes not returning questionnaires or self-audit worksheets. If we decide not to renew your policy for this reason, we'll follow the procedure which is discussed above in the Nonrenewal section.

Punitive Or Exemplary Damages

If any insuring agreement in your policy provides, or can be interpreted as providing, coverage for punitive or exemplary damages, such coverage is deleted.

Property And Crime Protection – Estimation Of Claims

If your policy includes property protection or crime protection, the following is added to the General Rules for those agreements.

At your request, we'll provide you, or your representative, a written estimate of damages to real property, including all deductions, provided such an estimate has been prepared by us or for us for our own purposes. We'll provide this estimate within 30 days after your request or the date of its preparation, whichever is later.

Real property means buildings or structures.

Property Protection – Antiarson Application Requirement

If your policy includes Property Protection on any building or improvements, a completed and signed antiarson application may be required by New York law. If so, we will provide this application. You must complete it within 45 days of the date your policy begins. If you don't, we must cancel your entire coverage. We'll mail or deliver a written cancellation notice at least 20 days before your coverage will end. We'll also give any mortgage holder 20 days' notice.

If your Property Protection is due for renewal and an antiarson application is required, we'll deliver the antiarson application to the named insured at the mailing address shown on the policy or to the insured's agent or broker at least 45 days but not more than 60 days in advance of the expiration date. If you fail to return the completed, signed, and affirmed antiarson application to us prior to the expiration date of the policy, we must cancel your policy. We'll mail or deliver a written cancellation notice at least 15 days before your coverage will end. We'll also give any mortgage holder 15 days notice.

Property Protection – Cancellation Or Nonrenewal Notice To Mortgageholders

The Cancellation notice to mortgage holder and Nonrenewal notice to mortgage holder sections are replaced by the following.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Cancellation notice to mortgage holder. If we cancel this agreement, we'll mail or deliver a cancellation notice to your mortgage holder at least 30 days before coverage ends; 10 days if we cancel for nonpayment of premium.

If you cancel this agreement, we'll mail or deliver a cancellation notice to your mortgage holder. With respect to the mortgage holder's interest only, cancellation will become effective on the later of:

- the effective date of cancellation; or
- 10 days after we give notice to the mortgage holder.

Nonrenewal notice to mortgage holder. If we elect not to renew this policy, we'll mail or deliver a nonrenewal notice to your mortgage holder at least 10 days before the expiration date of the policy.

If you elect not to renew this policy, we'll mail or deliver a nonrenewal notice to your mortgage holder. With respect to the mortgage holder's interest only, nonrenewal will become effective on the later of:

- the expiration date of the policy; or
- 10 days after we give notice to the mortgage holder.

Property Protection – Rewards Coverage

If your property protection includes a provision for rewards coverage, such as any of the following additional benefits, that provision does not apply.

- Arson Rewards
- Crime Rewards
- Rewards

Property Protection – Special Rule For The Payment Of A Building Loss

If your policy applies to the owner's interest in any building other than a one- or two-family structure, we'll determine whether or not any local tax district has established a lien on your property. If so, we'll pay toward the amount of the lien first. We'll pay directly to the tax district. You'll receive what's left, after we've paid the lien.

Liability Protection – Definition Of Loading Or Unloading

If your policy includes any insuring agreement or endorsement that contains any definition of loading or unloading, that definition doesn't apply in the state of New York.

Liability Protection – Discrimination Exclusion

If your policy includes Commercial General Liability Protection or Umbrella Excess Liability Protection, the following is added to the Exclusions - What This Agreement Won't Cover section of those insuring agreements:

Discrimination. We won't cover liability for injury or damage that results from discrimination based on:

- race, creed, color, or national origin; or
- any other basis for which discrimination is claimed.

Liability Protection – Excess Insurance Requirement

The following New York Insurance Department requirements apply to any excess insurance for which the terms of that insurance are governed by the terms of the underlying insurance.

In the event the other insurance is written by an unlicensed insurer, this policy is automatically changed to conform to the coverage requirements of the applicable insurance laws of the state of New York or the regulations of the New York Insurance Department.

Liability Protection – Failure To Give Timely Notice

If this policy contains liability insurance that requires you to provide any notice subject to a time limit, and you fail to do so within that time limit, we won't invalidate that coverage on the basis of such untimely notice if both of the following conditions are met:

- You show that it was not reasonably possible to provide such notice within the applicable time limit; and

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

- You provide notice as soon as reasonably possible.

This exception does not change any other provisions of this policy that may affect whether a claim is covered or coverage is valid. Nor does this exception apply to any claims-made liability insuring agreement in this policy with respect to:

- notifying us of any claim or potential claim against you or any other protected person in accordance with the When A Claim Is Covered section or When This Agreement Covers section of the agreement, or any similar section or provision in the agreement that describes when a claim is covered; or
- notifying us in writing of your desire to purchase optional reporting endorsement coverage.

Liability Protection – Lead Paint Example

If your policy includes Commercial General Liability Protection or Umbrella Excess Liability Protection, the "apartment with lead paint" example paragraph following the definition of protected person's premises in any pollution exclusion in either of those insuring agreements is deleted.

Liability Protection – What To Do If You Have A Loss

The following is added to the When This Policy Provides Liability Protection section of the What To Do If You Have A Loss form.

We'll consider notice to any of our authorized representatives the same as notice to us. The notice must include information that will identify the protected person.

Employee Benefit Plans Administration Liability Protection

If your policy includes Employee Benefit Plans Administration Liability Protection - Claims-Made, or other liability insurance that includes employee benefit liability protection, the following are deleted from the definition of employee benefit plans in the What This Agreement Covers section.

- Social security system benefits.
- Workers Compensation and unemployment insurance benefits.

Insurance Agents Or Brokers Professional Liability Protection – Claims-Made

If your policy includes Insurance Agents Or Brokers Professional Liability Protection - Claims-Made, the Reimbursement of attorneys' fees for suits, proceedings, and complaints not covered under this agreement or any other insurance section is deleted.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

This endorsement changes your policy to comply with Vermont law.

Table of Contents **Page**

Cancellation	1
Commercial Auto Insurance	2
What To Do If You Have A Loss	2
Fraud And Misrepresentation	2
Lawsuits Against Us - Property Insurance	2
Lawsuits Against Us - Liability Insurance	2
Civil Union Law	3
Property Protection - Cancellation And Nonrenewal Notice To Mortgageholder	3
Liability Protection - Appealing A Judgment Without Your Consent	3
Liability Protection - Financial Responsibility Laws	3
Liability Protection - Limits Of Coverage	3
Liability Protection - Pollution Exclusion	3
Medical Professional Liability Protection - Claims-Made - Optional Reporting Endorsement	4
Technology Errors And Omissions Liability Protection - Claims-Made	4
Other Terms	4

Cancellation

The following replaces the Cancellation section of the General rules.

You can cancel this policy in whole or in part at any time.

How the first named insured can cancel. To cancel this policy or any of the insuring agreements, the first named insured must deliver the policy, or the part to be canceled, to us or to any of our authorized representatives. If this isn't possible, notify us by mail and include the date the policy or individual insuring agreement is to be canceled. The first named insured will get a refund for the unused premium, less a charge for early cancellation.

How we can cancel policies in effect less than 60 days. If your policy has been in effect less than 60 days, and isn't a continuation or renewal policy, we can cancel for any reason during this period. If we do, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, we'll give you at least 15 days notice before coverage will end. If we cancel for any other reason, we'll send at least 45 days notice before coverage will end.

How we can cancel policies in effect 60 days or more. If your policy has been in effect 60 days or more, or is a continuation or renewal policy, we can cancel only for the following reasons.

1. *Nonpayment of premium.*

2. *Fraud or misrepresentation.* We can cancel if we discover that in obtaining this policy, or presenting a claim under this policy, you or your representative have committed fraud or made a material misrepresentation.

3. *Change in the risk.* We can cancel if, after we have issued or renewed your policy, there is a substantial increase in the hazard we're insuring against, provided we have first gained approval for the cancellation from the commissioner of insurance.

4. *Violation of terms.* We may cancel this policy if you violate any of the terms of the policy.

If we cancel for any of these reasons, we'll mail or deliver a notice of cancellation to the first named insured. If we cancel for nonpayment of premium, we'll give you at least 15 days notice before coverage will end. If we cancel for any other reason, we'll send at least 45 days notice before coverage will end. The notice will state the reason for cancellation. The notice will also show a date that cancellation is to take effect. Your policy will end on that date.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Non-renewal. We may decide not to renew or continue this policy. If so, we'll mail, by Certified Mail, or deliver a notice of non-renewal to the first named insured and our authorized representative at least 45 days before the expiration or anniversary date of this policy, unless:

- we've offered to renew the policy;
- you've failed to pay any premium that was due; or
- any property that was insured under this policy is insured under any other policy or under any replacement policy.

Mailing the notice. Mailing the cancellation or non-renewal notice to the first named insured's and agent's last address known to us will be considered proof you were notified. If we cancel for nonpayment of premium, we'll send the notice by Certificate Of Mailing or by Certified Mail. If we cancel for any other reason, we'll send the notice by Certified Mail. We'll send any notice of non-renewal by Certified Mail.

Unused premium. If we cancel your policy, the first named insured will get a refund of any unused premium. We'll figure the refund on a pro-rata basis. If the first named insured cancels the policy, the refund may be less than pro-rata.

Renewal. If we elect to issue a renewal policy and we have the necessary information to do so, we will confirm our intention to renew the policy and the renewal premium. We'll send written confirmation at least 45 days prior to the expiration date. If we fail to give such advance notice, you'll have renewal coverage at the rate in effect under the expiring or expired policy or at rates that are lawfully in effect on the expiration date.

Coverage will continue for forty-five (45) days after we confirm renewal coverage and premium. You may cancel the policy sooner. Any earned premium will be calculated on a pro-rata basis.

Commercial Auto Insurance

If your policy includes Commercial Auto Insurance, this endorsement doesn't apply to that insurance.

What To Do If You Have A Loss

The following rule is added to What To Do If You Have A Loss.

After we reach a settlement agreement, we'll mail the claim payment within 10 days, unless a delay has been ordered by law.

Fraud And Misrepresentation

The following replaces the Fraud And Misrepresentation section of the General Rules.

We won't pay for any loss or damage, or pay any amounts as damages, if you or any other protected person:

- conceals or misrepresents any material fact that has to do with any coverage given by this policy; or
- commits fraud at any time relating to coverage under this policy.

Lawsuits Against Us - Property Insurance

The following is added to the If your policy includes property insurance section of the Lawsuits Against Us rule.

Right to sue. Your right to sue us does not depend on your following the Appraisal Of Property Disputes rule, if such rule applies to your policy.

Loss payments within 10 working days. We'll pay for covered loss or damage within 10 working days after we reach agreement with you on the amount of loss and all other terms are satisfied.

Lawsuits Against Us - Liability Insurance

The following replaces the If your policy includes liability section of the Lawsuits Against Us rule.

Liability claims. You or any other protected person agree not to sue us for a liability claim until the amount of your liability to others has been determined by:

- trial; or
- a written agreement signed by you, us and the party making the claim against you.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
 ©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Once your liability has been determined by judgment or by written agreement, the party making the claim may be able to recover up to the limits of your coverage under this policy. But that party can't sue us directly or join us in a suit against you until your liability has been so determined. But if you pay any claim so determined, we won't object to the amount and you may attempt to recover it from us.

After such liability has been determined, a protected person can't sue us after one year has passed.

If you or your estate goes bankrupt or becomes insolvent, we will still be obligated under this policy.

Civil Union Law

1. The following definition is added to any insuring agreement in this policy that contains the term spouse.

   Spouse means the person who is related by means of:
   - marriage; or
   - a civil union under Vermont law.

2. The following replaces the definition of family member wherever shown in this policy.

   Family member means a person who is a resident of your household and is related to you by means of:
   - blood;
   - adoption, including a ward or foster child;
   - marriage; or
   - a civil union under Vermont law.

Property Protection – Cancellation And Nonrenewal Notice To Mortgageholder

If your policy includes Property Protection, the following replaces the Cancellation notice to the mortgage holder and Nonrenewal notice to the mortgage holder sections.

Cancellation notice to the mortgage holder. If we cancel this agreement, we'll mail or deliver a cancellation notice to your mortgage holder at least 45 days before coverage will end - 15 days if we cancel for nonpayment of premium.

Nonrenewal notice to mortgage holder. If we elect not to renew this policy, we'll mail or deliver a nonrenewal notice to your mortgage holder at least 45 days before the expiration date of the policy.

We'll send the notice of cancellation or nonrenewal to the mortgage holder by the same method that we used to notify you.

Liability Protection – Appealing A Judgment Without Your Consent

The following is added to the Right to appeal a judgment against a protected person section, or to any similar provision or section, in any liability insuring agreement in your policy.

However, if we appeal such a judgment without your consent, the limits of coverage that apply under this agreement are waived.

Liability Protection – Financial Responsibility Laws

The Financial responsibility laws section in any liability insuring agreement in your policy is deleted.

Liability Protection – Limits Of Coverage

The following sentence is added to the Limits Of Coverage section of any liability insuring agreement in your policy.

These limits won't apply if we appeal a case when a judgment has already been decided against you or any other protected person and you haven't agreed to the appeal.

Liability Protection – Pollution Exclusion

Any Pollution exclusion in any liability agreement in your policy is deleted unless it is subject to an approved:
- Individual Risk filing; or

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

- Vermont Pollution Liability Endorsement.

But this change doesn't apply to the part or parts of a Pollution exclusion, or a Pollution work loss, cost, or expense exclusion, which apply to loss, cost, or expense that results from:

- a request, demand, or order that a protected person perform pollution work; or
- a claim or suit which is made or brought against a protected person by or for a governmental authority for damages that result from the performance of pollution work.

Approved Individual Risk filing means a filing that:

- is approved by the first named insured and the Vermont Department of Banking, Insurance and Securities; and
- allows us to retain and apply a Pollution exclusion.

Approved Vermont Pollution Liability Endorsement means a pollution liability endorsement that:

- is required and approved by the Vermont Department of Banking, Insurance and Securities;
- broadens coverage with an exception to the Pollution exclusion; and
- is made part of the agreement.

Medical Professional Liability Protection – Claims-Made – Optional Reporting Endorsement

If your policy includes medical professional liability protection - claims-made, the following replaces the first two paragraphs of the Limited Reporting Period section.

If this agreement ends because one of us chooses to cancel or not renew it, you'll have 30 days from the date this agreement ends to first report claims or suits that would have been covered had they been reported before the date the cancellation or nonrenewal takes effect.

However, the limited reporting period won't apply:

- if your policy was canceled for nonpayment of premium; or
- to claims or suits for covered injury or death which are covered by any other insurance you buy that takes effect on or after the ending date of this agreement.

Technology Errors And Omissions Liability Protection – Claims-Made

If your Policy includes Technology Errors And Omissions Liability Protection - Claims Made, the following changes are made to that agreement.

Definition of damages. The following replaces the definition of Damages.

Damages means:

- compensatory damages imposed by law;
- consequential damages incurred by the protected person under a contract or agreement;
- prejudgment interest awarded against the protected person on a judgment in connection with those compensatory or consequential damages; and
- punitive or exemplary damages according to Vermont law.

However, we won't consider the contract price of your computer or electronic products or services to be damages.

How the limits of coverage apply to the extended reporting period. The following is added to the How the limits of coverage apply to the limited and extended reporting periods section.

If an extended reporting period is added, the total limit that applies is renewed in full. But it will apply only to those claims or suits first made or brought during the extended reporting period.

Other Terms

All other terms of your policy remain the same.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
 ©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

Fraud and Misrepresentation Endorsement

This endorsement changes your General Rules.

HOW YOUR COVERAGE IS CHANGED

The following replaces the Fraud and Misrepresentation section of the General Rules.

Fraud and Misrepresentation

* Failure to Disclose All Hazards

  Failure of any Protected Person to disclose all hazards existing as of the inception date of this policy shall not prejudice any Protected Person with respect to the coverage afforded by this policy, provided such failure is not intentional.

* Unintentional Errors and Omissions

  Coverage afforded by this policy shall not be invalidated or affected by any unintentional errors, omissions or improper description of premises or operations or oher descriptions mentioned in this policy or in information provided to underwriters with respect thereto.

Other Terms

All other terms of your policy remain the same.

40502 Ed.1-80 Printed in U.S.A. Customized Form
©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

Cancellation Provision Endorsement

This endorsement changes your General Rules.

We agree to provide continuous coverage to you for the term of this policy and therefore waive our right of cancellation except for non-payment of premium by the Insured. Nonpayment shall be deemed to have occurred if payment of premium is not received within 30 days of the date due.

We will provide 10 days prior written notice of such cancellation.

Such Cancellation Notice shall be rescinded, with full continuity of coverage, if payment is made prior to the effective date of cancellation.

40502 Ed.1-80 Printed in U.S.A. Customized Form
©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

You or other protected persons are required to perform the duties described below when a property loss that may be covered under this policy happens or an accident or incident happens that could result in liability damages covered under this policy. Failure to comply could affect coverage. The insuring agreements contained in this policy determine what is covered. As a result, you should read them carefully to understand the extent of the coverage provided.

When This Policy Provides Property Protection

If there is a property loss that may be covered by property protection provided in this policy you must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Include the time and place of the event, a description of the property and the names and addresses of any witnesses.

3. Do what is reasonable and necessary to protect covered property from further damage. Keep a record of your expenses for consideration in your claim.

4. If feasible, separate the damaged property from the undamaged and make an inventory of the damaged items.

5. Cooperate with us in the investigation and settlement of the claim. Permit us to inspect the damaged property and any records pertaining to your loss as many times as may be required. Permit us to take samples of damaged and undamaged property for testing and analysis.

6. Allow us to examine you or any other insured under oath while not in the presence of any other insured. We may do this whenever reasonably required about any matter relating to this insurance or the claim. Any insured we examine must sign a copy of their answers.

7. Send us a signed, sworn proof of loss containing the information we need to resolve the claim. You must do this within 60 days after our request. We'll supply the forms. We'll pay within 30 days after we reach agreement with you.

When This Policy Provides Liability Protection

If an accident or incident happens that may involve liability protection provided in this policy, you or any other protected person involved must:

1. Notify the police if a law may have been broken.

2. Tell us or our agent what happened as soon as possible. Do this even though no demand for damages has been made against you or any other protected person, but you or another protected person is aware of having done something that may later result in a demand for damages. This notice should include all of the following:
- The time and place of the accident or incident;
- The protected person involved;
- The specific nature of the accident or incident including the type of demand for damages that may result; and
- The names and addresses of any witnesses and injured people.

Important Notice For Health Care Providers
If your policy includes one of our claims-made medical professional liability protection insuring agreements, you should also read the When This Agreement Covers Section of that agreement. We won't consider a "Patient Incident Report," "Variance Report," or any other report made for loss prevention purposes to be your report of a claim. This applies even if you send it to us or one of our agents.

3. Send us a copy of all written demands. Also send us a copy of all legal documents if someone starts a lawsuit.

4. Cooperate and assist us in securing and giving evidence, attending hearings and trials, and obtaining the attendance of witnesses.

5. Not assume any financial obligation or pay out any money without our consent. But this rule doesn't apply to first aid given to others at the time of an accident.

©St.Paul Fire and Marine Insurance Co.1991 All Rights Reserved

The St Paul

Notice Of Accident Workers' Compensation Claim
First Reported Endorsement

This endorsement changes your What To Do If You Have A Loss section of your policy.

HOW YOUR COVERAGE IS CHANGED

When any Protected Person reports an accident to your workers' compensation carrier which later develops into a liability claim, insurance for which is provided by the policy to which this endorsement is attached, covered by this policy, the failure to report such event to us at the time of the accident shall not be deemed a violation of this policy condition.

However, as soon as you or any other Protected Person is made aware of the fact that the particular accident is a liability claim, rather than a workers' compensation claim, you or the Protected Person will provide notification of the event to us.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

Notice of an Event Endorsement

This endorsement changes your What To Do If You Have A Loss section.

HOW YOUR COVERAGE IS CHANGED

The following is added to paragraph 2 of the Loss or Damage to Covered Property section and Paragraph 2 of the Someone Is Injured or Something Happens Which Can Result In A Liability Claim section.

> If a claim is made or "suit" is brought against any Protected Person, notice will be given by or on behalf of any Protected Person to the company or any of its authorized representatives as soon as practicable after knowledge thereof is received by the Department of Corporate Risk Management.
>
> Knowledge of an "event", "claim" or "suit" by the agent, servant or employee of any Protected Person will not in itself constitute knowledge by the Protected Person unless the Department of Corporate Risk Management has received notice from its agent, servant or employee.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

COMMERCIAL GENERAL LIABILITY PROTECTION
COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage that apply to your Commercial General Liability Protection. It also lists those endorsements, if any, that must have certain information shown for them to apply.

Limits Of Coverage

General total limit.	$	3,000,000
Products and completed work total limit.	$	3,000,000
Personal injury each person limit.	$	3,000,000
Advertising injury each person limit.	$	3,000,000
Each event limit.	$	3,000,000
Premises damage limit.	$	100,000
Medical expenses limit.	$	5,000

Named Endorsement Table

Important Note: Only endorsements that must have certain information shown for them to apply are named in this table. The required information follows the name of each such endorsement. Other endorsements may apply too. If so, they're listed on the Policy Forms List.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

COMPOSITE RATED PREMIUM ADJUSTMENT SUMMARY

The St Paul

This summary applies to your:
Commercial General Liability Protection

What This Summary Does

All or part of your composite rated premium is estimated because it's based on estimated exposure. This summary shows when and how we'll use actual exposure to figure your actual premium.

Exposure means the amount of premium basis developed for each coverage shown in the Premium Adjustment Table.

When we'll figure your actual premium. We'll figure your actual premium at the end of the policy year. If an interim audit period is shown, we'll also figure your premium at the end of each such period during the policy year.

You agree to promptly provide your actual exposure for the policy year, and if shown, each interim audit period, when we request that information or make a physical audit.

How we'll figure your actual premium at the end of the policy year. We'll multiply your actual exposure by the rate shown in the Premium Adjustment Table. This will determine your actual premium for the policy year. If it's more than the premium we previously charged, you'll pay the balance when due. If it's less, you'll get credit for the difference. But you won't pay less than the highest minimum premium shown for each coverage with an actual exposure for the policy year.

How we'll figure your actual premium during the policy year. If an interim audit period is shown, we'll multiply your actual exposure by the rate shown in the Premium Adjustment Table. This will determine your actual premium for that period. You'll pay this premium when due, in addition to any other premium we previously charged.

Other Terms

All other terms of your policy remain the same.

Interim audit period:

Premium Adjustment Table

The following applies from 05/31/03 to 05/31/04 :

Coverage: General Liability

Premium basis	Estimated exposure		Rate applies per 100		Estimated premium	Minimum premium
☒ WC Payroll	$345,123,210	X	0.115	=	$396,892	OR $

Premium is estimated and subject to change upon premium audit.

Name of Insured ENTERGY CORPORATION

Policy Number KK09101762 **Effective Date** 05/31/03

Processing Date 06/12/03 13:59 001

©St.Paul Fire and Marine Insurance Co. 1995 All Rights Reserved

The following applies from to :

Coverage:

Premium basis	Estimated exposure		Rate applies per		Estimated premium	Minimum premium
☐		X		=	$	OR $

The following applies from to :

Coverage:

Premium basis	Estimated exposure		Rate applies per		Estimated premium	Minimum premium
☐		X		=	$	OR $

The following applies from to :

Coverage:

Premium basis	Estimated exposure		Rate applies per		Estimated premium	Minimum premium
☐		X		=	$	OR $

©St.Paul Fire and Marine Insurance Co. 1995 All Rights Reserved

EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY PROTECTION - CLAIMS-MADE COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage, deductible, and extended reporting period endorsement premium that apply to your Employee Benefit Plans Administration Liability Protection - Claims-Made.

Limits Of Coverage

Each wrongful act.	$3,000,000
Total limit.	$3,000,000

Deductible

Each wrongful act.	$100,000

Extended Reporting Period Endorsement Premium

$

Name of Insured ENTERGY CORPORATION

Policy Number KK09101762

Effective Date 05/31/03

Processing Date 10/11/04 10:33 005

©St Paul Fire and Marine Insurance Co.1996 All Rights Reserved

This insuring agreement provides general liability protection for your business. There are, of course, limitations and exclusions throughout this agreement that apply to that protection. As a result, this agreement should be read carefully to determine the extent of the coverage provided to you and other protected persons.

Table of Contents **Page**

What This Agreement Covers 1
- Bodily injury and property damage liability. 1
- Personal injury liability. 3
- Advertising injury liability. 4
- Medical expenses. 4
- Right and duty to defend a protected person. 4
- Additional payments. 5
- Right to appeal a judgment against a protected person. 6

When This Agreement Covers 6
- Bodily injury and property damage liability. 6
- Personal injury liability. 6
- Advertising injury liability. 6
- Medical expenses. 6

Where This Agreement Covers 6

Who Is Protected Under This Agreement 7
- Individual. 7
- Partnership or joint venture. 7
- Limited liability company. 7
- Corporation or other organization. 7
- Employees and volunteer workers. 7
- Real estate managers. 8
- Landlords. 9
- Equipment lessors. 9
- Operators of registered mobile equipment. 9
- Newly acquired or formed organizations. 9
- Separation of protected persons. 9

Limits Of Coverage 9
- General total limit. 10
- Products and completed work total limit. 10
- Personal injury each person limit. 11
- Advertising injury each person limit. 11
- Each event limit. 12
- How the limits of coverage apply if a total limit is left blank. 12

Exclusions – What This Agreement Won't Cover 12
- Advertising, broadcasting, or publishing business. 12
- Aircraft. 12
- Auto. 13
- Breach of contract. 14
- Contract liability. 14
- Control of property. 16
- Damage to your products or completed work. 17
- Deliberately breaking the law. 17
- Employers liability. 17
- Expected or intended bodily injury or property damage. 18
- False material. 18
- Impaired property. 18
- Intellectual property. 18
- Liquor liability. 19
- Material previously made known or used. 19
- Medical expenses of certain persons. 19
- Mobile equipment. 20
- Nuclear energy liability. 20
- Pollution injury or damage. 22
- Pollution work loss, cost, or expense. 24
- Poor quality or performance. 25
- Product recall. 25
- Unnamed partnership, joint venture, or limited liability company. 25
- Watercraft. 25
- Workers compensation and other benefits laws. 26
- Wrong price description. 26

Other Insurance 26
- Primary or excess other insurance. 26
- When this agreement is excess insurance. 26
- Methods of sharing. 27

What This Agreement Covers

Bodily injury and property damage liability.
We'll pay amounts any protected person is legally required to pay as damages for covered bodily injury or property damage that:

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- happens while this agreement is in effect; and
- is caused by an event.

Protected person means any person or organization that qualifies as a protected person under the Who Is Protected Under This Agreement section.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons.

We'll consider any of the following that happens at any time to be part of such physical harm, sickness, or disease, if it results in or from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

We'll consider any bodily injury that's a continuation, change, or resumption of previously known bodily injury to happen before this agreement begins if such continuation, change, or resumption would otherwise be covered by this agreement because of a continuous, multiple, or other coverage trigger required under the law that applies.

Of course, if there's a continuation, change, or resumption, after this agreement ends, of bodily injury that:

- isn't previously known bodily injury; and
- happens while this agreement is in effect;

we'll consider such continuation, change, or resumption to also happen while this agreement is in effect if that would be the result because of a continuous, multiple, or other coverage trigger required under the law that applies.

Previously known bodily injury means bodily injury that happened before this agreement begins and was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that bodily injury to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that bodily injury.
- Any described individual protected person witnessing, or being told of, the beginning, or any change, continuation, or resumption, of all or part of that bodily injury.

Described individual protected person means any of the following:

- You or your spouse if you are an individual.
- Any of your partners or co-venturers that are individuals, or their spouses, if you are a partnership or joint venture.
- Any of your members or managers if you are a limited liability company.
- Any of your directors or executive officers if you are a corporation or other organization.
- Any of your employees who is or acts as your insurance or risk manager or holds a position in your insurance, risk management, or legal department.

Property damage means:

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged. For example:

  One of your employees accidentally causes a fire in your premises. The fire department responds and orders nearby businesses to close for safety reasons while it fights the fire. Your premises is heavily damaged by the fire. But none of the nearby businesses are physically damaged. As a result, we'll consider the period of time those businesses are closed due to your fire to be loss of use of tangible property of others that isn't physically damaged.

We'll consider all physical damage to tangible property of others that's a continuation, change, or resumption of previously known physical damage to tangible property of others to happen before this agreement begins if such continuation, change, or resumption would otherwise be covered by this agreement because of a continuous, multiple, or other coverage trigger required under the law that applies.

Of course, if there's a continuation, change, or resumption, after this agreement ends, of

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

physical damage to tangible property of others that:

- isn't previously known physical damage to tangible property of others; and
- happens while this agreement is in effect;

we'll consider such continuation, change, or resumption to also happen while this agreement is in effect if that would be the result because of a continuous, multiple, or other coverage trigger required under the law that applies.

We'll consider all loss of use of:

- damaged tangible property to happen at the time of the physical damage that caused it; and
- undamaged tangible property to happen at the time of the event that caused it.

Previously known physical damage to tangible property of others means physical damage to tangible property of others that happened before this agreement begins and was known by you or any described individual protected person before this agreement begins as a result of any of the following at that time:

- You or any described individual protected person reporting all or part of that property damage to us or any other insurer.
- You or any described individual protected person receiving a claim or suit for all or part of that property damage.
- Any described individual protected person witnessing, or being told of, the beginning, or any change, continuation, or resumption, of all or part of that property damage.

Event means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

We explain the terms:

- claim and suit in the Right and duty to defend a protected person section;
- executive officer and other organization in the Corporation or other organization section; and
- employee in the Employees and volunteer workers section.

Personal injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered personal injury that:

- results from your business activities; and
- is caused by a personal injury offense committed while this agreement is in effect.

Personal injury means injury, other than bodily injury or advertising injury, that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that a person occupies, if such entry or eviction is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.
- Invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, if such invasion is committed by or for the landlord, lessor, or owner of that room, dwelling, or premises.
- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

Covered material means any material in any form of expression, including material made known in or with any electronic means of communication, such as the Internet.

But we won't consider the following to be covered material:

- Any website, part of a website, or content of a website, that's designed, built, maintained, or determined for others by or for any protected person whose business is designing, building, or maintaining, or determining the content of, websites for others.
- Any material made known in an electronic chatroom or bulletin board over which any protected person exercises control, or that any protected person hosts or owns.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Advertising injury liability. We'll pay amounts any protected person is legally required to pay as damages for covered advertising injury that:

- results from the advertising of your products, your work, or your completed work; and
- is caused by an advertising injury offense committed while this agreement is in effect.

We won't consider advertising, borders, or frames for or of others, or links for or to others, that are on or in your website to be advertising of your products, your work, or your completed work.

Advertising injury means injury, other than bodily injury or personal injury, that's caused by an advertising injury offense.

Advertising injury offense means any of the following offenses:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.
- Unauthorized use of any advertising idea or advertising material, or any slogan or title, of others in your advertising.

Advertising means attracting the attention of others by any means for the purpose of:

- seeking customers or supporters; or
- increasing sales or business.

Advertising idea means a manner or style of advertising that others use and intend to attract attention in their advertising.

But we won't consider information used to identify or record customers or supporters, such as a list of customers or supporters, to be an advertising idea.

Advertising material means any covered material that:

- is subject to copyright law; and
- others use and intend to attract attention in their advertising.

Slogan means a phrase that others use and intend to attract attention in their advertising.

But we won't consider slogan to include a phrase used as, or in, the name of:

- any person or organization, other than you; or
- any business, or any of the premises, products, services, work, or completed work, of any person or organization, other than you.

Title means a name of a literary or artistic work.

We explain the terms:

- covered material in the Personal injury liability section; and
- your products, your work, and your completed work in the Products and completed work total limit section.

Medical expenses. We'll pay covered medical expenses that result from bodily injury caused by an event that happens while this agreement is in effect, even if the protected person isn't legally required to pay such expenses.

Medical expenses means the reasonable expenses incurred by any person or organization for necessary medical services received by a person anytime within three years of the beginning date of an event that causes that person to sustain bodily injury.

Medical services includes:

- first aid received at the time of an event;
- ambulance and emergency care services;
- dental, hospital, medical, nursing, surgical, x-ray, and other health care professional services;
- artificial limbs and organs; and
- funeral services.

We explain the term health care professional services in the Employees and volunteer workers section.

Right and duty to defend a protected person. We'll have the right and duty to defend any

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

protected person against a claim or suit for injury or damage covered by this agreement. We'll have such right and duty even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any event, offense, claim, or suit to the extent we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Claim means a demand that seeks damages.

Suit means a civil proceeding that seeks damages. It includes:

- an arbitration proceeding for damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for damages to which the protected person submits with our consent.

Injury or damage means:

- bodily injury, personal injury, or advertising injury; or
- property damage.

Offense means any:

- personal injury offense; or
- advertising injury offense.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

Our expenses. We'll pay all expenses we incur.

Bail bonds. We'll pay up to $2,500 of the cost of bail bonds that are required because of accidents or violations of traffic laws. But only if the accidents or violations result from the use of a vehicle to which this agreement applies. We don't have to furnish such bonds.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the available limit of coverage. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than $500 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person for covered injury or damage in a suit.

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Appeal bonds. If we have the duty to appeal a judgment that includes damages covered by this agreement, and you agree we can appeal that judgment, we'll pay the cost of any appeal bond required for that appeal. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the protected person, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond. The results of an appeal won't change the limits of coverage that apply under this agreement.

Right to appeal a judgment against a protected person. We'll have the right to appeal a judgment that we don't have a duty to appeal. But only if the judgment:

- includes damages for injury or damage covered by this agreement;
- is awarded in a suit for which we defend a protected person; and
- is awarded against the protected person.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All expenses we incur.
- All reasonable expenses that any protected person incurs at our request while helping us with the appeal, other than the cost of appeal bonds.
- The cost of any required appeal bond. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the protected person, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.
- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

Bodily injury and property damage liability. We'll apply this agreement to claims or suits for covered bodily injury or property damage whenever they're made or brought.

Personal injury liability. We'll apply this agreement to claims or suits for covered personal injury whenever they're made or brought.

Advertising injury liability. We'll apply this agreement to claims or suits for covered advertising injury whenever they're made or brought.

Medical expenses. We'll apply this agreement to covered medical expenses only when they're reported to us within three years of the beginning date of the event.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered injury or damage that's caused by events that happen, or offenses that are committed, there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered injury or damage that's caused by events which happen, or offenses which are committed, in the rest of the world if the protected person's liability for such injury or damage is determined in a suit on the merits in the coverage territory, or in a settlement agreed to by us, and:

- the events or offenses result from the activities of a person whose home is in the coverage territory, but is away from there for a short time on your business;
- the events result from your products that are made or sold by you in the coverage territory; or
- the offenses are committed in or with any electronic means of communication, such as the Internet.

For example:

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

You manufacture a product in the coverage territory. It is exported to Norway. A few months later a Norwegian citizen is allegedly injured while using that product and, as a result, sues you. If the suit is brought against you in the coverage territory, and it seeks damages for bodily injury covered by this agreement, we'll have the duty to defend you against the suit and pay covered damages awarded in a judgment against you. However, if the suit is brought against you in Norway, or anywhere else outside of the coverage territory, we won't have a duty to defend you there. Also, we won't have a duty to pay a judgment awarded by a court there, even if the judgment is later recognized and enforced by a court in the coverage territory.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

We explain the term your products in the Products and completed work total limit section.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees and volunteer workers. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

And your volunteer workers are protected persons only for activities or work they conduct or perform:

- at your direction; and
- within the scope of their duties for you.

However, no employee or volunteer worker is a protected person for bodily injury or personal injury to:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- any fellow employee;
- any fellow volunteer worker or any of your employees; or
- the spouse, or any child, parent, brother, or sister, of that employee or volunteer worker if such injury results from the bodily injury or personal injury to such fellow employee or volunteer worker.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Nor is any employee or volunteer worker a protected person for:

- any obligation to share damages with or repay someone else who must pay damages because of such bodily injury or personal injury; or
- bodily injury or personal injury that results from his or her performance of or failure to perform health care professional services.

Also, no employee or volunteer worker is a protected person for property damage to property that's controlled by:

- you;
- any of your partners or co-venturers if you are a partnership or joint venture;
- any of your members or managers if you are a limited liability company;
- that employee or any fellow employee; or
- that volunteer worker, any fellow volunteer worker, or any of your employees.

But we won't apply the exclusions in this Employees and volunteer workers section to:

- bodily injury that results from the providing of or failure to provide first aid by an employee or volunteer worker, other than an employed or volunteer doctor; or
- premises damage.

Nor will we apply this Employees and volunteer workers section to the following protected persons:

- Your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.
- Your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Volunteer worker means any person who:

- isn't an employee or a leased temporary worker;
- donates his or her work; and
- isn't paid a fee, salary, or other compensation for that work.

Employee leasing firm means any person or organization that hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Controlled by means:

- owned, rented, leased, occupied, borrowed, or used by;
- in the care, custody, or control of; or
- being physically controlled for any purpose by.

Health care professional services includes:

- any dental, medical, mental, nursing, surgical, x-ray, or other health care professional service, including any advice, instruction, food, or beverage provided with such service;
- the dispensing of drugs or medical or dental supplies and appliances; and
- the handling or treatment of corpses, including autopsies, organ donations, and other postmortem procedures.

We explain the term premises damage in the Each event limit section.

Real estate managers. Your real estate managers are protected persons only for their management of premises that you rent, lease, or borrow from others, or own. They may be persons or organizations.

But we won't apply this Real estate managers section to your employees. Instead, we'll apply the Employees and volunteer workers section to them.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Landlords. Any landlord, lessor, manager, or owner of a premises rented or leased to you is a protected person only for the ownership, maintenance, or use of that premises while you rent or lease it.

However, no landlord, lessor, manager, or owner is a protected person for injury or damage that results from any of the following work while being done by or for such landlord, lessor, manager, or owner:

- Structural changes.
- New construction work.
- Demolition work.

But we won't apply this Landlords section to your real estate managers. Instead, we'll apply the Real estate managers section, or the Employees and volunteer workers section, whichever section is applicable, to them.

Equipment lessors. Any lessor or owner of equipment rented or leased to you is a protected person only for your operation, maintenance, or use of that equipment while you rent or lease it.

However, no equipment lessor or owner is a protected person for injury or damage that results from its sole negligence.

Operators of registered mobile equipment. All operators of registered mobile equipment are protected persons for covered bodily injury or property damage that results from their driving of such equipment on a public street or road with your permission.

Any person or organization legally responsible for the driving conduct of those operators is also a protected person for such bodily injury or property damage. But only if there's no valid and collectible other insurance available to cover its liability for the operators.

However, no operator or any other person or organization is a protected person for:

- bodily injury to a fellow employee of the person driving the equipment; or
- property damage to property controlled by you or the employer of an operator who is a protected person.

Registered mobile equipment means mobile equipment that's registered in your name under a motor vehicle registration law.

We explain the terms:

- controlled by in the Employees and volunteer workers section;
- mobile equipment in the Mobile equipment exclusion; and
- other insurance in the Other Insurance section.

Newly acquired or formed organizations. Any organization that you acquire or form while this agreement is in effect that isn't a partnership, joint venture, or limited liability company is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 180 days, or the remainder of the time this agreement is in effect, whichever period is shorter, from the date you acquire or form it, unless we agree it should continue to be a protected person after the end of that period of time;
- bodily injury or property damage that happened before you acquired or formed it;
- personal injury or advertising injury that results from an offense committed before you acquired or formed it; or
- injury or damage that's covered by other similar general liability insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, all protected persons share the limits of coverage shown in the Coverage Summary. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits of coverage shown in the Coverage Summary and the information

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

contained in this section fix the most we'll pay as damages and medical expenses, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

General total limit. This is the most we'll pay for the combined total of:

- all covered bodily injury and property damage that happens in a policy year;
- all covered personal injury that's caused by all personal injury offenses committed in a policy year;
- all covered advertising injury that's caused by all advertising injury offenses committed in a policy year; and
- all covered medical expenses that result from all events that happen in a policy year.

However, we won't apply this limit to bodily injury or property damage that results from your products or your completed work. Instead, we'll apply the products and completed work total limit to such bodily injury or property damage covered by this agreement.

Policy year means the policy period shown in the Introduction, or the period of time that this agreement is in effect, whichever period is shorter. But when that period is longer than one year, policy year means each of the following periods of time that this agreement is in effect, starting with the beginning date of this agreement:

- Each consecutive one-year period.
- Any period that remains after the last consecutive one-year period.

However, if the original policy period shown in the Introduction is extended for a period of less than one year, we'll consider each such extended period to be part of the last policy year, regardless of the number of extensions provided.

For example:

Your original policy period is two years and nine months long. As a result, it has three policy years, each one separate from the other. The first is the first one-year period. The second is the next one-year period. And the third is the remaining nine-month period.

During the third policy year you request, and we provide, two separate extensions of the policy period: a three-month extension, and then a four-month extension. As a result, the third policy year becomes sixteen months long and is still subject to the same limits of coverage that applies when it was nine months long.

We explain the products and completed work total limit, and the terms your products and your completed work, in the Products and completed work total limit section.

Products and completed work total limit. This is the most we'll pay for all covered bodily injury and property damage that:

- results from your products and your completed work; and
- happens in a policy year.

Your products means any of the goods or products that are or were manufactured, sold, handled, distributed, or disposed of by:

- you;
- others using your name; or
- any person or organization whose business or assets you've acquired.

Your products includes:

- all containers, equipment, materials, or parts provided with or for your products;
- any warranty provided with or for your products;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your products; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your products.

But we won't consider the following to be your products:

- Goods or products that are still in your physical possession or on a premises that you rent, lease, or borrow from others, or own.
- Real property.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- Containers that are vehicles provided with or for your products.
- Property that's rented or leased to others.
- Property that you haven't sold, but which you allow others to use. For example, a vending machine.

Your completed work means your work that:

- is completed, including work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete; or
- has been abandoned by you.

We'll consider your work to be completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the work site has been completed, if your contract calls for work at more than one site.
- When that part of the work at the work site has been put to its intended use by any person or organization, other than another contractor or subcontractor working on the same project.

Your completed work includes:

- any warranty provided with or for your completed work;
- any statement made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your completed work; and
- all warnings, instructions, or directions provided, or that should have been provided, with or for your completed work.

But we won't consider the following to be your completed work:

- Uninstalled equipment, abandoned or unused materials or parts, or tools.
- Work done in connection with transporting property.
- Any premises or other real property that you own.
- Any work done to a premises or other real property that you rent or lease from others, or own.
- Any work while on a premises that you rent, lease, or borrow from others, or own.

However, we'll consider a condition created in or on a vehicle in the course of work done in connection with transporting property to be your completed work if:

- the vehicle isn't owned or operated by you;
- the condition is created by the loading or unloading of the vehicle by a protected person; and
- the condition causes bodily injury or property damage.

Your work means any:

- work that you're performing or others are performing for you; or
- service that you're providing or others are providing for you.

Your work includes:

- all equipment, materials, parts, or tools being provided or used with or for your work;
- any statement being made, or that should have been made, about the durability, fitness, handling, maintenance, operation, performance, quality, safety, or use of your work; and
- all warnings, instructions, or directions being provided, or that should have been provided, with or for your work.

We explain the term loading or unloading in the Auto exclusion.

Personal injury each person limit. This is the most we'll pay for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person limit. This is the most we'll pay for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Each event limit. This is the most we'll pay for all covered bodily injury, property damage, and medical expenses that result from any one event.

However, the most we'll pay for covered premises damage or medical expenses that result from any one event is further limited by the following:

Premises damage limit. This is the most we'll pay for all covered premises damage that's caused by any one event.

Premises damage means property damage to:

- any premises that you rent, lease, or borrow from others; or
- the contents of any premises that you rent from others if you rent such premises for a period of seven or fewer consecutive days.

Medical expenses limit. This is the most we'll pay for all covered medical expenses that:

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

How the limits of coverage apply if a total limit is left blank. If the amount of the general total limit or the products and completed work total limit is left blank in the Coverage Summary, we'll consider that total limit to be the same as the each event limit or $200,000, whichever amount is more.

Exclusions – What This Agreement Won't Cover

Advertising, broadcasting, or publishing business. We won't cover personal injury that results from any of the following personal injury offenses committed by or for any protected person whose business is advertising, broadcasting, or publishing, if such offense is committed in any advertising, broadcasting, or publishing done by or for that protected person:

- Libel, or slander, in or with covered material.
- Making known to any person or organization covered material that disparages the business, premises, products, services, work, or completed work of others.
- Making known to any person or organization covered material that violates a person's right of privacy.

Nor will we cover advertising injury that results from an offense committed by or for any protected person whose business is advertising, broadcasting, or publishing.

We won't consider the placement of advertising, borders, or frames for or of others, or links for or to others, on or in a protected person's website, by itself, to mean that protected person's business is advertising.

Broadcasting means transmitting any audio or visual material for any purpose:

- by radio or television; or
- in or with any other electronic means of communication, such as the Internet, if that material is part of radio or television programming, other entertainment, music, or news programming, or advertising transmitted with that programming.

Publishing means creating and producing any material in any format for distribution or sale to others for any purpose.

But we won't consider creating and producing any of the following material in any format to be publishing:

- Correspondence written in the conduct of your business.
- Material, including bulletins, financial or annual reports, or newsletters, that describes or reports your business activities, your products, your work, or your completed work.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Aircraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any aircraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of an aircraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of an aircraft chartered by a protected person if:

- the aircraft is chartered with crew, including a pilot; and
- the protected person isn't using the aircraft to carry persons or property for a charge.

We explain the terms:

- covered contract in the Contract liability exclusion;
- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

Auto. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any auto owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the parking of an auto on a premises, or on the ways next to such premises, if:

- the premises is owned, rented, leased, or borrowed by you; and
- the auto isn't owned, rented, leased, or borrowed by any protected person.

Nor will we apply this exclusion to:

- bodily injury, property damage, or medical expenses that result from the operation of specialized equipment; or
- premises damage.

Auto means any land motor vehicle, trailer, or semitrailer that's designed for travel on public streets or roads.

We'll consider any machinery or equipment that's permanently attached to an auto to be part of the auto.

But we won't consider mobile equipment to be an auto.

Loading or unloading means the handling of property:

- while it's being moved from the place where it's accepted for transportation;
- while it's being loaded, transported, and unloaded; and
- until it's moved to the place where it's finally delivered.

But we won't consider moving property by an unattached mechanical device to be loading or unloading.

Unattached mechanical device includes any forklift, conveyor, or other unattached mechanical device, other than a hand truck.

Entrustment to others means:

- the permitting of others to use or do something; or
- the giving of something to others for safekeeping.

Supervision of others means:

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- the directing, managing, or supervising of a worker, including his or her employment, hiring, evaluation, training, or work; or
- the directing, monitoring, safekeeping, or supervising of any other person or organization for any reason.

We explain the terms:

- mobile equipment and specialized equipment in the Mobile equipment exclusion; and
- premises damage in the Each event limit section.

Breach of contract. We won't cover personal injury or advertising injury that results from the failure of any protected person to do what is required by a contract or agreement.

But we won't apply this exclusion to advertising injury that results from the unauthorized use of any advertising idea of others in your advertising if such use isn't specifically prohibited by the contract or agreement.

Contract liability. We won't cover injury or damage for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to injury or damage for which the protected person would have liability without the contract or agreement.

Nor will we apply this exclusion to the liability of another to pay damages for:

- bodily injury or property damage sustained by others if you have assumed such liability under a covered contract made before the bodily injury or property damage happens; or
- personal injury or advertising injury sustained by others if you have assumed such liability under a covered contract made before the offense that causes such injury is committed.

Also, if you have agreed under the same covered contract to defend, or pay for the defense of, an indemnitee against a claim or suit for such injury or damage covered by this agreement, we'll defend the indemnitee against the claim or suit. But we'll do so because of that covered contract only if:

- that indemnitee isn't a protected person for that injury or damage;
- that claim or suit is for injury or damage for which you have assumed the liability of the indemnitee under the covered contract;
- the injury or damage is covered by this agreement;
- the claim or suit is made or brought against you and the indemnitee;
- we are defending you against the claim or suit under this agreement;
- all of our indemnitee defense control and authority requirements are fulfilled; and
- all of our indemnitee defense cooperation and notice requirements are fulfilled.

When we provide that contract liability indemnitee defense coverage, we'll do the following:

- We'll defend the indemnitee even if all of the allegations of the claim or suit are groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.
- We'll pay all covered indemnitee defense expenses incurred by us in connection with such claim or suit. Such payments are in addition to the limits of coverage.

However, our duty to defend the indemnitee, or pay indemnitee defense expenses incurred by us, under that contract liability indemnitee defense coverage ends when that indemnitee fails to comply with any of our indemnitee defense cooperation and notice requirements. It also ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

When we don't provide that contract liability indemnitee defense coverage for the indemnitee, we'll pay covered indemnitee defense expenses assumed under contract that:

- are incurred by or for that indemnitee; and
- are awarded against you in a judgment or agreed to by us in a settlement;

as if they're amounts you're legally required to pay as damages for injury or damage covered by this agreement. Payments of such amounts are subject to the limits of

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

coverage. Our duty to make such payments ends when we have used up the limits of coverage that apply with the payment of:

- judgments;
- settlements; or
- medical expenses.

We'll have the right to appeal a judgment awarded in a suit against an indemnitee if:

- the judgment includes damages for injury or damage for which you have assumed liability under a covered contract;
- such injury or damage is covered by this agreement;
- the indemnitee and its insurers don't appeal the judgment; and
- you agree we may seek the cooperation of that indemnitee for such an appeal.

If we appeal such a judgment, we'll pay the following that result directly from that appeal:

- All expenses we incur.
- All reasonable expenses that any protected person and the indemnitee incur at our request while helping us with the appeal, other than the cost of appeal bonds.
- The cost of any required appeal bond. But only for that part of the judgment that is for damages covered by this agreement and is within the available limit of coverage. However, we'll pay, or reimburse the indemnitee, for the cost of a higher appeal bond amount if we're required to do so under the law that applies. But we won't be the principal under any such bond. Nor do we have to furnish any appeal bond.
- All postjudgment interest that accumulates on the full amount of the judgment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

These payments are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

Covered contract means:

- any easement or license agreement;
- any elevator maintenance agreement;
- any lease of premises, other than that part which indemnifies a person or organization for property damage to a premises that you rent, lease, or borrow from others;
- any obligation to indemnify a municipality that is required by ordinance and isn't connected with your work for the municipality;
- any sidetrack agreement;
- that part of any other contract or agreement under which you assume the tort liability of a municipality to pay damages for injury or damage that results from your work for the municipality; or
- that part of any other contract or agreement under which you assume the tort liability of another to pay damages for injury or damage.

But we won't consider the following parts of those other contracts or agreements under which you assume the tort liability of another to pay damages to be a covered contract:

- Architect, engineer, or surveyor indemnity.
- Architect, engineer, or surveyor professional services by protected person indemnity.
- War indemnity.

Tort liability means a liability that would be imposed by law without any contract or agreement.

Architect, engineer, or surveyor indemnity means that part which indemnifies any architect, engineer, or surveyor for injury or damage that results from:

- the preparation or approval of, or failure to prepare or approve, any drawing and specification, or any map, opinion, report, survey, change order, field order, or shop drawing; or
- the giving of or failure to give any direction or instruction if that giving or failure to give is the primary cause of the injury or damage.

Architect, engineer, or surveyor professional services by protected person indemnity means that part which indemnifies any person or organization for injury or damage that results from the performance of or failure to perform architect, engineer, or surveyor professional services by the protected person who is an architect, engineer, or surveyor.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Architect, engineer, or surveyor professional services includes:

- the preparation or approval of any drawing and specification, or any map, opinion, report, survey, change order, field order, or shop drawing; and
- any architectural, engineering, inspection, or supervisory activity.

War indemnity means that part which indemnifies any person or organization for bodily injury or property damage that results from war.

Indemnitee means any person or organization that you have agreed under a covered contract to indemnify or hold harmless.

Indemnitee defense control and authority requirements means the following requirements that must be fulfilled for us to conduct and control the defense of an indemnitee against a claim or suit under this agreement:

- You and the indemnitee must ask us to conduct and control the defense of that indemnitee against the claim or suit under this agreement.
- We must determine that there's no conflict between your interests and those of the indemnitee, based on the allegations in the claim or suit and on what we know about the factual and legal basis for the damages being sought.
- You and the indemnitee must each agree in writing that we can assign the same counsel to defend them.
- The indemnitee must give us authority in writing to conduct and control its defense against the claim or suit.
- The indemnitee must give us authority in writing to obtain records and other information related to the claim or suit.
- The indemnitee must agree in writing to comply with our indemnitee defense cooperation and notice requirements.

Indemnitee defense cooperation and notice requirements means the following requirements that must be fulfilled for us to continue defending an indemnitee against a claim or suit under this agreement:

- The indemnitee must cooperate with us in the investigation, settlement, or defense of the claim or suit.
- The indemnitee must provide us with a copy of any demand, notice, summons, or legal paper received in connection with the claim or suit as soon as possible after it is received.
- The indemnitee must give notice of the claim or suit to any other insurer that provides coverage which applies to the claim or suit and is available to that indemnitee.
- The indemnitee must help us coordinate the application of other insurance that's applicable to the claim or suit and available to that indemnitee.

Indemnitee defense expenses incurred by us means the:

- attorney fees and necessary litigation expenses incurred by us to defend an indemnitee against a claim or suit for damages covered by this agreement; and
- necessary litigation expenses incurred by that indemnitee at our request in connection with that claim or suit.

Indemnitee defense expenses assumed under contract means the reasonable attorney fees and necessary litigation expenses that:

- are incurred by or for an indemnitee to defend itself against a claim or suit for damages covered by this agreement; and
- are subject to a covered contract under which you have agreed to defend, or pay for the defense of, that indemnitee against the claim or suit.

We explain the terms:

- your work in the Products and completed work total limit section;
- war in the Medical expenses of certain persons exclusion; and
- other insurance in the Other Insurance section.

Control of property. We won't cover property damage to the following property:

- Property that you rent, lease, or borrow from others, own, or occupy. But we won't apply this exclusion part to premises damage.
- Premises that you sell, give away, or abandon if such property damage results from any part of those premises. But we won't apply this exclusion part to property damage to premises that are your

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

completed work and were never occupied, rented, or held for rental by you.

- Personal property that's in the care, custody, or control of the protected person. But we won't apply this exclusion part to premises damage.
- That particular part of real property being worked on by or for you if such property damage results from your work.
- That particular part of any property that must be restored, repaired, or replaced because your work was incorrectly performed on it. But we won't apply this exclusion part to property damage that results from your completed work.

Furthermore, we won't apply this exclusion to the liability of another to pay damages for property damage, other than property damage to the property described below, if you have assumed such liability under a sidetrack agreement made before the property damage happens:

- Property that you rent or lease from others, own, or occupy.
- Premises that you sell, give away, or abandon.

We explain the terms:

- premises damage in the Each event limit section; and
- your work and your completed work in the Products and completed work total limit section.

Damage to your products or completed work. We won't cover property damage to any of your products that's caused by your products themselves or by any of their parts. For example:

You manufacture air conditioners. They contain several moving parts that can break down for many reasons. Regardless of the cause, we won't protect you for any property damage to the part that fails or to the rest of the air conditioner.

Nor will we cover property damage to your completed work that's caused by your completed work itself or by any of its parts. But we won't apply this exclusion part to such property damage if:

- this agreement provides completed work liability coverage; and
- your completed work that's damaged, or your completed work that causes the property damage, was done for you by others.

For example:

You construct a building as a general contractor. Some of the work is done by you while the rest is done for you by subcontractors. The building is accepted by the owner. If it's damaged by a fire caused by electrical wiring installed by a subcontractor, we won't apply the exclusion. However, if the wiring was installed by you, we'll apply the exclusion to property damage to your completed work done by you.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Deliberately breaking the law. We won't cover personal injury or advertising injury that results from:

- the protected person knowingly breaking any criminal law; or
- any person or organization breaking any criminal law with the consent or knowledge of the protected person.

Employers liability. We won't cover bodily injury to an employee of the protected person arising out of and in the course of his or her:

- employment by the protected person; or
- performance of duties related to the conduct of the protected person's business.

Nor will we cover bodily injury to the spouse, or any child, parent, brother, or sister, of that employee if such bodily injury results from the bodily injury to such employee.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity, such as a property owner or product manufacturer. For example:

You manufacture tires. Your employee is injured while driving a company truck equipped with your tires, when one of the

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

tires blows out resulting in an accident. He receives workers compensation benefits. If he later sues you in your capacity as a manufacturer, alleging that his injury happened because your product was defective, we won't protect you.

We'll also apply this exclusion to any obligation of the protected person to share damages with or repay someone else who must pay damages because of bodily injury to any employee of the protected person. For example:

Your employee is injured in a printing press accident. She receives workers compensation benefits. Later, she sues the manufacturer of the printing press, alleging that her injury happened because the press didn't have enough guarding devices on it. If the manufacturer in turn sues you, alleging that your faulty maintenance of the press – not the lack of guarding devices – resulted in the employee's injury, we won't protect you.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury if you have assumed such liability under a covered contract made before the bodily injury happens.

We explain the terms:

- covered contract in the Contract liability exclusion; and
- employee in the Employees and volunteer workers section.

Expected or intended bodily injury or property damage. We won't cover bodily injury or property damage that's expected or intended by the protected person.

Nor will we cover medical expenses that result from such bodily injury.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from the use of reasonable force to protect people or property.

False material. We won't cover personal injury or advertising injury that results from false material that:

- was made known by or for the protected person; and
- the protected person knew was false when it was made known.

Impaired property. We won't cover property damage to impaired property, or to property that isn't physically damaged, that results from:

- your products that are faulty or dangerous;
- your completed work that is faulty or dangerous; or
- a delay or failure in fulfilling the terms of a contract or agreement.

But we won't apply this exclusion to the loss of use of property, other than your products or your completed work, that results from sudden and accidental physical damage to:

- your products after they've been put to their intended use; or
- your completed work after it has been put to its intended use.

For example:

You supply an electric motor to a customer who uses it to power his conveyor. The motor's shaft breaks several days later while he's operating the conveyor. The conveyor isn't damaged, but your customer has extra costs because he's unable to use it until the motor is repaired. If he sues you to recover those costs, we won't apply the exclusion. However, if the customer discovers while hooking the motor up to the conveyor that the motor's shaft is broken, we won't protect you.

Impaired property means tangible property, other than your products or your completed work, that can be restored to use by nothing more than:

- an adjustment, repair, replacement, or removal of your products, or your completed work, that forms a part of such tangible property; or
- your fulfilling the terms of a contract or agreement.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Intellectual property. We won't cover injury or damage or medical expenses that result from

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

any actual or alleged infringement or violation of any of the following rights or laws:

- Copyright.
- Patent.
- Trade dress.
- Trade name.
- Trade secret.
- Trademark.
- Other intellectual property rights or laws.

But we won't apply this exclusion to bodily injury or property damage that results from your products or your completed work.

Nor will we apply this exclusion to advertising injury that results from the unauthorized use of any:

- copyrighted advertising material;
- trademarked slogan; or
- trademarked title;

of others in your advertising.

We explain the terms your products and your completed work in the Products and completed work total limit section.

Liquor liability. We won't cover bodily injury, property damage, or medical expenses that result from any protected person:

- causing or contributing to the intoxication of any person;
- selling, serving, or furnishing alcoholic beverages to any person under the legal drinking age or under the influence of alcohol; or
- violating any law or regulation applying to the sale, gift, distribution, or use of alcoholic beverages.

However, we'll apply this exclusion only if you're in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For example:

You manufacture office equipment. Each year you host an awards banquet with an open bar for your sales representatives. After this year's banquet an intoxicated guest is involved in an auto accident. The guest and several others are injured. If someone sues you, alleging that your serving of liquor caused the guest's intoxication and involvement in the accident, we won't apply the Liquor liability exclusion because you're not in the business of serving liquor.

But we won't apply this exclusion to premises damage.

We explain the term premises damage in the Each event limit section.

Material previously made known or used. We won't cover personal injury or advertising injury that results from:

- any material that was first made known before this agreement begins; or
- any advertising idea or advertising material, or any slogan or title, of others, whose unauthorized use in your advertising was first committed before this agreement begins.

Medical expenses of certain persons. We won't cover medical expenses that are incurred by or for any person:

- injured while qualifying as a protected person, other than your volunteer workers;
- injured while performing work that he or she was hired to do for any protected person, or any tenant of a protected person;
- injured on that part of any premises that you rent or lease from others, or own, and that the injured person normally occupies;
- to whom such medical expenses are payable, or must be provided, as benefits under any workers compensation law, disability benefits law, or similar law;
- injured by your products or your completed work;
- injured due to war; or
- who refuses to be examined as often as we require, within reason, by doctors we choose.

War includes:

- declared or undeclared war, or invasion;
- warlike action by a military force or other agents of any government, sovereign, or other authority;
- civil war, insurrection, rebellion, revolution, or seizure of power; or
- anything done to hinder or defend against such actions.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

We explain the terms:

- volunteer worker in the Employees and volunteer workers section; and
- your products and your completed work in the Products and completed work total limit section.

Mobile equipment. We won't cover bodily injury, property damage, or medical expenses that result from the:

- transportation of mobile equipment by an auto owned, operated, rented, leased, or borrowed by any protected person;
- use of racing mobile equipment; or
- supervision of others in or for such transportation or use.

But we won't apply this exclusion to premises damage.

Mobile equipment means any land vehicle that:

- is designed for use primarily off public streets or roads;
- is kept for use only on or next to premises that you rent or lease from others, or own;
- travels on crawler treads;
- is kept primarily for the ready movement of permanently attached construction equipment; or
- doesn't travel under its own power and is kept primarily for the ready movement of permanently attached specialized equipment.

Mobile equipment includes any land vehicle that:

- isn't described above; and
- is kept primarily for purposes other than carrying people or cargo.

But we won't consider such a vehicle to be mobile equipment if it travels under its own power, is operated like an auto during travel on a public street or road, and has permanently attached:

- specialized equipment; or
- equipment designed for snow removal, street cleaning, or street or road maintenance - but not construction or resurfacing.

Construction equipment includes any:

- grader, scraper, or roller; or
- power crane, digger, drill, loader, or shovel.

Specialized equipment means any:

- cherry picker or similar device used to lift workers;
- pump, generator, or air compressor; or
- other equipment, such as building cleaning, geophysical exploration, lighting, spraying, welding, or well-servicing equipment, that has a built-in pump, generator, or air compressor.

Racing mobile equipment means any mobile equipment while being prepared for or used in any:

- prearranged racing, speed, demolition, or stunting contest or activity; or
- practice for such contest or activity.

We explain the terms:

- auto, and supervision of others, in the Auto exclusion; and
- premises damage in the Each event limit section.

Nuclear energy liability. We won't cover bodily injury or property damage for which any protected person:

- is also protected under a nuclear energy liability insurance policy; or
- would have been protected under such policy if that policy's limits of coverage hadn't been used up.

Nor will we cover bodily injury or property damage that results from the hazardous properties of nuclear material and for which:

- any person or organization is required by law to maintain financial protection in accordance with the federal Atomic Energy Act or any of its amendments; or
- any protected person is entitled, or would have been entitled had this agreement not been issued, to indemnity from the United States government, or any of its agencies, under any contract or agreement between the government, or any of its agencies, and any person or organization.

Also, we won't cover medical expenses that result from:

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- the hazardous properties of nuclear material; or
- the operation of a nuclear facility by any person or organization.

In addition, we won't cover bodily injury or property damage that results from the hazardous properties of nuclear material when:

- the nuclear material is located at, or at any time discharges or disperses from, a nuclear facility that is or was at any time owned by any protected person, or operated by or for any protected person;
- the nuclear material is contained in spent nuclear fuel, or nuclear waste, that is or was at any time possessed, handled, used, processed, stored, transported, or disposed of by or for any protected person; or
- the bodily injury or property damage results from the furnishing by any protected person of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of a nuclear facility. However, we'll apply this exclusion part only to property damage to the nuclear facility, and any property located on the site of that facility, if the nuclear facility is in the United States of America, its territories or possessions, Puerto Rico, or Canada.

Nuclear energy liability insurance policy means any nuclear energy liability insurance policy issued by any of the following organizations or their successors:

- Nuclear Energy Liability Insurance Association.
- Mutual Atomic Energy Liability Underwriters.
- Nuclear Insurance Association of Canada.

Hazardous properties includes radioactive, toxic, or explosive properties.

Nuclear material means any of the following materials defined in the federal Atomic Energy Act or any of its amendments:

- Source material.
- Special nuclear material.
- By-product material.

Nuclear facility means any:

- nuclear reactor;
- uranium isotopes separation device or equipment;
- special nuclear material device or equipment; or
- nuclear waste site.

Nuclear facility includes:

- the site on which it's located;
- all operations conducted on such site; and
- all premises used for such operations.

Nuclear reactor means any device, equipment, or machine designed or used to:

- sustain nuclear fission in a self-supporting chain reaction; or
- contain a critical mass of fissionable material.

Uranium isotopes separation device or equipment means any device or equipment designed or used for:

- separating the isotopes of uranium or plutonium;
- processing or utilizing spent nuclear fuel; or
- handling, processing, or packaging nuclear waste.

Special nuclear material device or equipment means any device or equipment used for the processing, fabricating, or alloying of special nuclear material if the total amount of such material is at any time in the custody of any protected person at the premises where the device or equipment is located and is more than:

- 25 grams of plutonium or uranium 233, or any combination of those two materials; or
- 250 grams of uranium 235.

Nuclear waste site means any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of nuclear waste.

Nuclear waste means any waste material that:

- contains by-product material; and
- results from the operation of any nuclear reactor, or uranium isotopes separation

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

device or equipment, by any person or organization.

But we won't consider nuclear waste to include tailings or wastes that result from the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content.

Spent nuclear fuel means any solid or liquid fuel element or component that's been exposed to radiation or used in a nuclear reactor.

Pollution injury or damage. We won't cover injury or damage or medical expenses that result from pollution at, on, in, or from any:

- protected person's premises;
- waste site; or
- protected person's work site.

Nor will we cover injury or damage or medical expenses that result from pollution involving any waste pollutant.

But we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- building heating equipment fumes, smoke, soot, or vapors;
- contractor or service work materials fumes, gases, or vapors;
- hostile fire heat, fumes, or smoke; or
- mobile equipment operating fluids.

Nor will we apply this exclusion to:

- bodily injury or property damage that results from your products or your completed work, other than waste products or completed work; or
- premises damage that results from fire.

Pollution means any actual, alleged, or threatened discharge, dispersal, escape, migration, release, or seepage of any pollutant.

Pollutant means any solid, liquid, gaseous, or thermal irritant or contaminant, including:

- smoke, vapors, soot, fumes;
- acids, alkalis, chemicals; and
- waste.

Waste includes materials to be recycled, reconditioned, or reclaimed.

Protected person's premises means any premises, site, or location that is or was at any time owned, rented, leased, borrowed, or occupied by any protected person. For example:

You sold an office building two years ago. It contains asbestos ceiling tile that released asbestos into the air while you owned it. A former tenant now sues you for bodily injury that allegedly resulted from the release of that asbestos. We won't cover such injury.

Another example:

You own an apartment building. Its woodwork is finished with paint that contains lead. Two of your renters sue you for bodily injury to their children allegedly caused by the lead in that paint. The children supposedly consumed the lead by eating chips of the paint from the window sills in their apartments. We won't cover such injury.

But we won't consider a premises, site, or location that isn't owned, rented, leased, borrowed, or occupied by you to be a protected person's premises in connection with pollution that results from your work being performed there. For example:

You are hired by the owner of a premises to perform work there. The premises owner requires you to provide it with insurance protection for that work. We do so with an additional protected person endorsement under this agreement. Your work being performed on that premises causes pollution injury or damage to happen there. Even though that premises is owned by an additional protected person, we won't consider that premises to be a protected person's premises for purposes of determining your coverage, or the premises owner's coverage, for that injury or damage under this agreement.

Waste site means any premises, site, or location that is or was at any time used by or for any protected person or others for

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

the handling, storage, disposal, processing, or treatment of waste. For example:

For several years waste generated by your manufacturing business was disposed of in a landfill owned by others. The landfill was closed two years ago. Nearby residents now allege that they're being injured by the waste from there. We won't cover such injury.

Protected person's work site means any premises, site, or location at, on, or in which work is being performed by or for any protected person when:

- the pollution involves a pollutant that is brought to, on, or in such premises, site, or location by or for the protected person in connection with such work; or
- the work being performed is pollution work.

For example:

A subcontractor working for you brings a diesel fuel storage tank to the building site for refueling of its excavation equipment. After a couple of days it is discovered that the tank has been leaking. Some of the escaped fuel is found to have seeped into an underground conduit and damaged the insulation on the fiber optic cables in the conduit. We won't cover such property damage.

Waste pollutant means any pollutant that is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- any protected person; or
- any person or organization for whom you may be legally responsible.

For example:

Waste generated by your business is transported to a landfill by a trucker hired by you. There is an accident that causes the waste to be spilled onto the road. One of the firefighters who responds to the accident later alleges that fumes from the waste made her ill. We won't cover such injury.

Building heating equipment fumes, smoke, soot, or vapors means only the fumes, smoke, soot, or vapors that:

- result from equipment used to heat a building at or on a protected person's premises; and
- are within that building.

Contractor or service work materials fumes, gases, or vapors means only the fumes, gases, or vapors that:

- result from materials brought into a building at or on a protected person's work site in connection with work, other than pollution work, being performed there by or for you; and
- are within that building.

Hostile fire heat, fumes, or smoke means only the heat, fumes, or smoke that result from a hostile fire at, on, in, or from:

- the protected person's premises, other than a waste site; or
- the protected person's work site, other than a waste site, but only if the hostile fire doesn't result from pollution work being performed by or for the protected person.

Hostile fire means a fire that:

- becomes uncontrollable; or
- breaks out from where it was intended to be.

Mobile equipment operating fluids means only the fuels, lubricants, or other operating fluids that:

- are part of the mobile equipment being maintained, operated, or used in connection with work, other than pollution work, being performed by or for the protected person at, on, or in the protected person's work site;
- are needed to perform the normal electrical, hydraulic, or mechanical functions necessary for the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the operation of the mobile equipment or any of its parts;
- aren't intended to be discharged, dispersed, or released as part of the work being performed by or for the protected person; and

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

- escape from a mobile equipment part designed to hold, store, or receive them.

Waste products or completed work means:

- your products, or your completed work, that is or was handled, stored, disposed of, processed, or treated as waste at, on, or in a waste site; or
- your products, or your completed work, that is or was a waste pollutant; or
- your completed work that is being used for cleaning up, containing, detoxifying, disposal of, handling, monitoring, neutralizing, processing, removing, storing, testing for, transporting, or treating any pollutant at, on, or in a waste site.

We explain the terms:

- mobile equipment in the Mobile equipment exclusion;
- pollution work in the Pollution work loss, cost, or expense exclusion;
- premises damage in the Each event limit section; and
- your products, your work, and your completed work in the Products and completed work total limit section.

Pollution work loss, cost, or expense. We won't cover any loss, cost, or expense that results from:

- any request, demand, order, or statutory or regulatory requirement that any protected person or others perform pollution work; or
- any claim or suit by or for any governmental authority for damages that result from the performance of pollution work.

But we won't apply this exclusion to any damages for property damage for which the protected person would have liability without such:

- request, demand, order, or statutory or regulatory requirement; or
- claim or suit.

For example:

One of your products is a container that may be used to store various types of liquids. Several of those containers are sold to a company that uses them for storage of a chemical in one of its warehouses. During such use one of them ruptures and the chemical spills onto a concrete floor. Some of the spilled chemical seeps into the ground through a gap between the floor and an adjoining wall.

The customer alleges that the corrosive effect of the spilled chemical caused parts of the concrete floor to disintegrate, making them unusable. As a result, he demands that you pay the cost to replace those parts of the floor and properly dispose of any contaminated concrete.

Also, the customer is concerned that the spilled chemical that seeped into the ground may be considered a source of pollution by adjacent property owners or by a state environmental protection law. As a result, he also demands that you pay the cost to replace and properly dispose of any contaminated soil.

Based on the facts available to us, we'll consider the cost to replace the disintegrated parts of the concrete floor to be damages for property damage that isn't subject to this exclusion. However, we won't cover:

- *the additional cost to properly dispose of any contaminated concrete; or*
- *the cost to replace or properly dispose of any contaminated soil;*

regardless of who demands or requires that such pollution work be done.

Pollution work means:

- the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing of any pollutant; or
- the responding to, or assessing, in any way the effects of any pollutant.

For example:

A chemical spill at your manufacturing facility releases a vapor cloud. Several hundred people are exposed to the vapor cloud before it disappears. None of them sustain any apparent bodily injury. However, several of them demand that you arrange and pay for medical checkups now, and yearly for the next ten years, to assess

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

the effect of the vapor cloud on their health. We won't cover the cost of such pollution work, regardless of who orders or performs it.

We explain the terms:

- pollutant in the Pollution injury or damage exclusion; and
- your products in the Products and completed work total limit section.

Poor quality or performance. We won't cover advertising injury that results from the failure of your products, your work, or your completed work to conform with advertised quality or performance.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Product recall. We won't cover any loss, cost, or expense that is incurred by you or others and results from any recall, removal, or withdrawal of:

- impaired property;
- your products; or
- your completed work;

from the market, or from use by any person or organization, for any reason.

Nor will we cover any loss, cost, or expense that is incurred by you or others and results from the:

- loss of use;
- adjustment, inspection, repair;
- replacement; or
- disposal;

of such property, products, or completed work.

We explain the terms:

- impaired property in the Impaired property exclusion; and
- your products and your completed work in the Products and completed work total limit section.

Unnamed partnership, joint venture, or limited liability company. We won't cover injury or damage or medical expenses that result from the conduct of any current or past partnership, joint venture, or limited liability company that isn't shown in the Introduction as a named insured.

But we won't apply this exclusion to the extent such organization otherwise qualifies as a protected person under the Who Is Protected Under This Agreement section.

Watercraft. We won't cover bodily injury, property damage, or medical expenses that result from the:

- ownership, maintenance, use, or operation;
- loading or unloading;
- entrustment to others; or
- supervision of others in or for the maintenance, use, operation, loading or unloading, or entrustment to others;

of any watercraft owned, operated, rented, leased, or borrowed by any protected person.

But we won't apply this exclusion to the liability of another to pay damages for bodily injury or property damage if you have assumed such liability under a covered contract that:

- is for the ownership, maintenance, or use of a watercraft; and
- was made before the bodily injury or property damage happens.

Nor will we apply this exclusion to premises damage.

Also, we won't apply this exclusion to bodily injury, property damage, or medical expenses that result from:

- watercraft while ashore on premises that you rent or lease from others, or own;
- watercraft you don't own that is less than 75 feet long and isn't being used to carry persons or property for a charge; or
- the operation of specialized equipment.

We explain the terms:

- covered contract in the Contract liability exclusion;
- entrustment to others, loading or unloading, and supervision of others, in the Auto exclusion;
- premises damage in the Each event limit section; and
- specialized equipment in the Mobile equipment exclusion.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

Workers compensation and other benefits laws. We won't cover any obligation that the protected person has under any:

- workers compensation law;
- disability benefits law;
- unemployment compensation law; or
- similar law.

Wrong price description. We won't cover advertising injury that results from the wrong description of the price of your products, your work, or your completed work.

We explain the terms your products, your work, and your completed work in the Products and completed work total limit section.

Other Insurance

This agreement is primary insurance. If there is any valid and collectible other insurance for injury or damage covered by this agreement, the following applies in connection with that other insurance:

Other insurance means insurance, or the funding of losses, that's provided by or through:

- another insurance company;
- us, except under this agreement;
- any of our affiliated insurance companies;
- any risk retention group;
- any self-insurance method or program, other than any funded by you and over which this agreement applies; or
- any similar risk transfer or risk management method.

However, we won't consider umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the limits of coverage that apply under this agreement to be other insurance.

Primary or excess other insurance. When there is primary other insurance, we'll share with that other insurance any damages for injury or damage covered by this agreement. We'll do so with one of the methods of sharing described in the Methods of sharing section.

However, we'll apply this agreement as excess insurance over the part or parts of any primary or excess other insurance that provide:

- property or similar coverage for property damage to your work;
- property or similar coverage for property damage to premises that you rent, lease, or borrow from others, other than premises you rent for a period of seven or fewer consecutive days;
- aircraft, auto, or watercraft bodily injury or property damage coverage; or
- protection for you as an additional insured or additional protected person.

We explain how we'll apply this agreement as excess insurance in the When this agreement is excess insurance section.

Aircraft, auto, or watercraft bodily injury or property damage coverage means coverage for bodily injury or property damage that:

- results from the maintenance, use, operation, or loading or unloading of any aircraft, auto, or watercraft; and
- isn't specifically excluded by the Aircraft, Auto, or Watercraft exclusions in this agreement.

We explain the term your work in the Products and completed work total limit section.

When this agreement is excess insurance. When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend that protected person.

However, we'll defend the protected person against a claim or suit for injury or damage covered by this agreement if no other insurer will do so. In return we'll require that we be given all of that protected person's rights against each such insurer.

Also, we'll pay only the amount of damages that's in excess of:

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

But we won't pay more than the limits of coverage that apply under this agreement.

Methods of sharing. We'll use one of the methods of sharing described below.

Contribution by equal shares. If all of the other insurance permits contribution by equal shares, we'll share the damages equally. But we won't pay more than the limits of coverage that apply under this agreement. If any policy reaches its limit before the entire amount of damages is paid, the remaining policies will share the balance equally until their limits have been used up or the amount of the damages is paid in full. For example:

You are required by a court to pay damages of $1,000,000. Besides this agreement, two other policies apply to the judgment. The limit under this agreement is $500,000. Policy B has a $100,000 limit and Policy C's limit is $300,000.

First, $100,000 is subtracted from each policy's limit because that is the lowest limit provided by any of the three policies. The result is Policy B's limit is used up, the balance due on the judgment is $700,000, $400,000 remains of this agreement's limit, and the unused portion of Policy C's limit equals $200,000.

Next, $200,000 is subtracted from the limit under this agreement and Policy C because that amount equals the smallest amount of limit remaining on either policy after the initial $100,000 payment. The result is Policy C's limit is used up, the balance due on the judgment is now $300,000, and this agreement has $200,000 of its limit remaining.

Finally, the rest of the limit under this agreement is paid. The result is this agreement's limit is used up and the balance due on the judgment is now $100,000, which you must pay. The total paid under each policy is $500,000 this agreement, $100,000 Policy B, and $300,000 Policy C.

Contribution by limits. If any of the other insurance doesn't permit contribution by equal shares, we'll pay the portion of the damages that is equal to our percentage of the total of all limits that apply. But we won't pay more than the limits of coverage that apply under this agreement. For example:

You are required by a court to pay damages of $600,000. Besides this agreement, another policy applies to the judgment. The limit under this agreement is $300,000. Policy B has a $100,000 limit. The total limit of all insurance is $400,000.

Our limit is 75% ($300,000/$400,000) of the total limit. But we won't pay 75% of the judgment because that $450,000 share is more than our limit. We'll pay only our limit, which is $300,000.

©St.Paul Fire and Marine Insurance Co. 2001 All Rights Reserved

LOUISIANA POLLUTION INJURY OR DAMAGE EXCLUSION ADDITIONAL EXAMPLES ENDORSEMENT

The St Paul

This endorsement applies to your Commercial General Liability Protection.

What This Endorsement Does

This endorsement adds examples to two definitions in the Pollution injury or damage exclusion. The examples do not change coverage. Instead, they're intended to further illustrate our coverage intent.

1. The following examples are added to the definition of pollutant in the Pollution injury or damage exclusion.

   Spill or Other Chemical Discharge Examples

   You own a gasoline service station. When filling an automobile gas tank, a customer slips and falls on a small spot of spilled oil and sprains an ankle. We won't consider the small amount of oil to be a pollutant because it was not acting as an irritant or contaminant when the customer slipped and fell.

   Your gasoline service station has been in business for several years. It is determined that repeated spills of oil and gasoline at your service station have seeped into the underground water that supplies the local municipality's water well. The municipality can't use the well and must purchase water from another source. We will consider the oil and gasoline to be a pollutant because it was acting as an irritant or contaminant to cause the loss of use of the well.

   You own a swimming pool that has been treated with chlorine. One day an employee misreads the chemical test and adds too much chlorine. Due to the higher level of chlorine, several swimmers complain of a film on their hair. To remove the film the swimmers have to seek assistance from a hair salon. We won't consider the small amount of chlorine to be a pollutant because it was not acting as an irritant or contaminant when it left a film on the swimmer's hair.

   A small bucket of chlorine falls into your pool. As a result of the spill, caustic chlorine fumes are released, filling the pool area and causing lung damage to a swimmer in the pool. We will consider the small amount of chlorine and fumes to be pollutants because they were acting as an irritant or contaminant to cause the lung damage.

   Stain Example

   You own a hardware store that sells liquid fertilizer. One of your employees drops a can of liquid fertilizer on the ground. When the can hits the ground it opens and splashes fertilizer on a customer's coat. The coat is stained. We won't consider the small amount of fertilizer on the coat to be a pollutant because it was not acting as an irritant or contaminant when it stained the coat.

   Seepage Example

   Your hardware store also sells dry fertilizer, which is located outside your building. Rainwater gradually washes the fertilizer into a nearby lake owned by a resort. The fertilizer kills fish stocked in the lake. The resort owner loses business and incurs costs to restock the lake with fish. We will consider the fertilizer to be a pollutant because it was acting as an irritant or contaminant to cause the death of the fish and loss of use of the resort's business.

©St.Paul Fire and Marine Insurance Co.2001 All Rights Reserved

Premises Hazard Example

Your business blends chemicals per the specifications of others. A storage bin on your premises contains solvents. A customer accidentally trips and falls into the bin and drowns. We won't consider the solvents to be a pollutant because they were not acting as an irritant or contaminant when the customer drowned.

Operations Hazard Example

When blending chemicals at your business you exhaust the fumes from that process out through a vent and into the air. The fumes cause breathing problems to families in the neighborhood of your business. We will consider the fumes to be a pollutant because they were acting as an irritant or contaminant to cause the breathing problems.

2. The following examples are added to the definition of pollution in the Pollution injury or damage exclusion.

Bodily Injury Examples

Your business owns a large outdoor storage tank, located on your premises, which contains liquid ammonia. The tank accidentally ruptures. Fumes are released from the ruptured tank, which cause lung damage to employees at a business located across the street. We will consider such a release to be pollution regardless of whether it is considered to cause environmental damage.

You own an office building. One of your employees uses a small amount of pesticide to kill weeds. When applying the pesticide the employee accidentally sprays a customer causing severe irritation to the customer's eyes. Although the amount of pesticide released on the customer was small, we will consider such a release to be pollution regardless of the amount of pesticide that caused the injury.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.2001 All Rights Reserved

ASBESTOS EXCLUSION ENDORSEMENT – PRODUCTS AND COMPLETED WORK LIABILITY

The St Paul

This endorsement changes your Products And Completed Work Liability Protection.

How Coverage Is Changed

The following is added to the Exclusions - What This Agreement Won't Cover section. This change excludes coverage.

Asbestos. We won't cover bodily injury or property damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of asbestos in any form by any person; or
- existence of asbestos in any form.

Nor will we cover bodily injury or property damage that results from any actual, alleged, or threatened:

- absorption, ingestion, or inhalation of any other solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, and waste, in any form by any person; or
- existence of any such other irritant or contaminant in any form;

and is part of any claim or suit that also alleges any bodily injury or property damage described in the first paragraph of this exclusion.

We also won't cover any loss, cost, or expense that results from any request, demand, order, or statutory or regulatory requirement that any protected person or others:

- test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize asbestos in any form; or
- respond to, or assess, in any way the effects of asbestos in any form.

Because asbestos, and any such other irritants or contaminants, are pollutants, this exclusion applies in addition to any of the following exclusions that apply:

- Pollution involving waste products or completed work exclusion.
- Pollution work loss, cost, or expense exclusion.
- Any other pollution-related exclusion made part of this agreement.

We explain what we mean by pollutant and waste in the Pollution involving waste products or completed work exclusion.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co. 2002 All Rights Reserved

CHANGE OF LIMITS ENDORSEMENT – GENERAL TOTAL LIMIT APPLIES PER WORK SITE

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the General total limit section. This change broadens coverage.

We'll apply the general total limit separately to:

- the combined total of all covered bodily injury, property damage, and medical expenses that result from each of your work sites;
- the combined total of all covered bodily injury, property damage, and medical expenses that result from the remainder of your business, other than your products or completed work, which isn't conducted at, on, or in, or in connection with, any of your work sites; and
- the combined total of all covered personal injury and advertising injury that's caused by all personal injury offenses and advertising injury offenses committed in a policy year, regardless of the number of your work sites or premises.

Your work sites means any premises, site, or location at, on, or in which your work isn't yet completed, other than your premises.

Your premises means any premises, site, or location that you own or rent or lease from others.

We explain:

- what we mean by your products, your completed work, and your work in the Products and completed work total limit section; and
- when we consider your work to be completed in the definition of your completed work in the Products and completed work total limit section.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

COMMERCIAL GENERAL LIABILITY DEDUCTIBLES ENDORSEMENT – DEDUCTIBLES APPLY TO DAMAGES AND CLAIM EXPENSES – LIMITS ARE REDUCED BY THE DEDUCTIBLE AMOUNTS

The St Paul

This endorsement changes your Commercial General Liability Protection.

Important note: This endorsement makes you responsible for paying damages and claim expenses within the deductibles that apply.

Deductibles Table

Only those deductibles for which amounts are shown apply.

Bodily injury each event deductible - other than products and completed work.	$
Property damage each event deductible - other than products and completed work.	$
Bodily injury and property damage each event deductible - other than products and completed work.	$100,000
Products and completed work bodily injury each event deductible.	$
Products and completed work property damage each event deductible.	$
Products and completed work bodily injury and property damage each event deductible.	$100,000
Medical expenses each person deductible.	$100,00
Personal injury each person deductible.	$100,000
Advertising injury each person deductible.	$100,000
Total deductible.	$100,000

Important note: If the Total deductible doesn't apply, you'll be responsible for the other applicable deductibles without further limitation, regardless of how often any or all of them apply.

How Coverage Is Changed

There are two changes which are explained below.

1. The following section is added. This change adds deductibles to be paid by you.

Deductibles

The deductibles shown in the Deductibles Table and the information contained in this section fix the amount of damages and claim expenses that you'll be responsible for paying. Only those deductibles for which amounts are shown in the Deductibles Table apply.

We will pay all or part of the deductible for you, unless we agree to do otherwise. WHEN WE DO MAKE PAYMENT, YOU AGREE TO REPAY THAT AMOUNT TO US PROMPTLY AFTER WE NOTIFY YOU OF THE PAYMENT.

Also, if we pay claim expenses that's subject to the applicable deductible, YOU AGREE TO REPAY THAT AMOUNT TO US PROMPTLY AFTER WE NOTIFY YOU OF THE PAYMENT.

Claim expenses includes the following fees, costs or expenses that result directly from the investigation, defense, or settlement of a specific claim or suit:

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- Fees, costs or expenses of attorneys.
- Court reporter fees.
- Independent expert's and special investigator's fees, costs, or expenses.
- Independent vendor's fees, costs, or expenses related to medical or vocational rehabilitation.

But we won't consider any of the following to be claim expenses:

- Our expenses, including salaries, wages, or traveling expenses of our employees, other than fees, costs, or expenses incurred by attorneys employed by us in connection with a specific claim or suit.
- Adjuster's fees paid to independent adjusters or attorneys for adjusting claims.
- Coverage opinions.
- Appeal expenses.
- Our recovery expenses.

However, we explain how we'll first deduct our recovery expenses in the Recovering Damages From A Third Party section in the General Rules attached to this policy.

Bodily injury each event deductible – other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury that:

- results from other than your products and completed work;
- is sustained by all persons; and
- results from any one event.

This bodily injury deductible is reduced by the amount of any medical expenses deductible paid by you.

Property damage each event deductible – other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered property damage that:

- results from other than your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Bodily injury and property damage each event deductible – other than products and completed work. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury and property damage that:

- results from other than your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

This bodily injury deductible part is reduced by the amount of any medical expenses deductible paid by you.

Products and completed work bodily injury each event deductible. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury that:

- results from your products and completed work;
- is sustained by all persons; and
- results from any one event.

Products and completed work property damage each event deductible. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered property damage that:

- results from your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Products and completed work bodily injury and property damage each event deductible. You'll be responsible for the amount of damages and claim expenses within this deductible for all covered bodily injury and property damage that:

- results from your products and completed work;
- is sustained by all persons and organizations; and
- results from any one event.

Medical expenses each person deductible. You'll be responsible for the amount of medical expenses and claim expenses within this deductible for all covered medical expenses that:

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

- are incurred for bodily injury sustained by any one person; and
- result from any one event.

Personal injury each person deductible. If this deductible applies, you'll be responsible for the amount of damages and claim expenses within this deductible for all covered personal injury that:

- is sustained by any one person or organization; and
- is caused by all personal injury offenses committed in a policy year.

Advertising injury each person deductible. If this deductible applies, you'll be responsible for the amount of damages and claim expenses within this deductible for all covered advertising injury that:

- is sustained by any one person or organization; and
- is caused by all advertising injury offenses committed in a policy year.

Total deductible. This amount is the most you'll be responsible for paying for the combined total of all deductibles applying in a policy year.

If this deductible doesn't apply, you'll be responsible for the other applicable deductibles without further limitation, regardless of how often any or all of them apply.

We explain what we mean by policy year in the General total limit section.

2. The following is added to the Limits Of Coverage section. This change explains how the limits of coverage apply when a deductible applies.

   The limits shown in the Coverage Summary, other than the General total limit and the Products and completed work total limit, are reduced by the deductible amount that applies.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

UNNAMED PARTNERSHIP, JOINT VENTURE, AND LIMITED LIABILITY COMPANY EXCLUSION EXCEPTION ENDORSEMENT

The St Paul

This endorsement changes your Commercial General Liability Protection.

How Coverage Is Changed

The following is added to the Unnamed partnership, joint venture, or limited liability company exclusion. This change broadens coverage.

We won't apply this exclusion to injury or damage or medical expenses that result from the conduct of a partnership, joint venture, or limited liability company to the extent such organization:

- isn't shown in the Introduction as a named insured; and
- qualifies as a protected person under the Who Is Protected Under This Agreement section.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1997 All Rights Reserved

Additional Protected Persons Endorsement

This endorsement changes your Commercial General Liability Protection.

HOW YOUR COVERAGE IS CHANGED

There are two changes which are explained below:

1. The following is added to the Who Is Protected Under This Agreement section. This change broadens coverage.

Additional protected persons. Any person or organization you are required in a written contract to show as an additional protected person is an additional protected person. But only for covered injury or damage that results from:

* premises you own, rent or lease;
* the maintenance, operation or use of equipment they lease to you; or
* your work for them; or
* their general supervision of that work.

The Limits of Liability provided for the additional protected person will not:

* be greater than the limits of liability required in the contract; or
* increase the limits of liability in this agreement.

We won't cover bodily injury or property damage:

* that happens after all the work to be done by or for the additional protected person at the work site has been completed;
* that happens after that part of your work which causes the bodily injury or property damage has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project; or
* that results from any act or failure to act of the additional protected person or any of their employees, other than the general supervision of person or any of their employees, other than the general supervision of work performed for the additional protected person by you.

Nor will we cover damage to:

* property owned, rented, leased, occupied, borrowed, used or physically in the control of the additional protected person;
* property in the care, custody or control of the additional protected person or property over which the additional protected person is exercising physical control; or
* your work done for the additional protected person.

If the additional protected person is any equipment lessor, we won't cover injury or damage that:

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

* results from their sole negligence; or
* happens after the equipment lease ends.

And if the additional protected person is an architect, engineer, surveyor, we won't cover injury or damage that results from the performance of or failure to perform architect, engineer or surveyor professional services.

Architect, engineer or surveyor professional services includes:

* the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
* supervisory, inspection or engineering services.

We will not consider any person or organization an additional protected person for the conduct of any current or past partnership or joint venture that's not named in the Introduction.

2. The following is added to the Other Insurance section.

This agreement is excess over other valid and collectible insurance available to the additional protected person, whether primary, excess, contingent, or on any other basis.

However, we'll consider this agreement primary if your contract with the additional protected person requires that this insurance be primary or you request that it apply on a primary basis.

Other Terms

All other terms of your policy remain the same.

©St.Paul Fire and Marine Insurance Co.1980 All Rights Reserved

EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY PROTECTION - CLAIMS-MADE COVERAGE SUMMARY

The St Paul

This Coverage Summary shows the limits of coverage, deductible, and extended reporting period endorsement premium that apply to your Employee Benefit Plans Administration Liability Protection - Claims-Made.

Limits Of Coverage

Each wrongful act.	$
Total limit.	$3,000,000

Deductible

Each wrongful act.	$100,000

Extended Reporting Period Endorsement Premium

$

Name of Insured ENTERGY CORPORATION

Policy Number KK09101762 **Effective Date** 05/31/03

Processing Date 06/12/03 13:59 001

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY PROTECTION - CLAIMS-MADE

The St Paul

This insuring agreement provides liability protection for your business for the administration of your employee benefit plans. There are, of course, limitations and exclusions that apply to this protection. As a result, you should read this agreement carefully to determine the extent of coverage provided to all protected persons.

Important note. This is a claims-made insuring agreement. Claims or suits must be reported during the policy period, or a reporting period if one applies, to be covered. Please read this agreement carefully, especially the What This Agreement Covers, When This Agreement Covers, and Limits of Coverage sections.

Table of Contents **Page**

What This Agreement Covers **1**
Employee benefit plans administration liability. 1
Right and duty to defend. 2
Additional payments. 2
Right to appeal a judgment. 3

When This Agreement Covers **3**
During this agreement or the limited reporting period. 3
When we consider a claim or suit to be first made or brought. 3
When the limited reporting period will apply. 3
How the limited reporting period applies. 3
When and how an extended reporting period can be added. 3
How the extended reporting period applies. 4
How we'll figure the additional premium for the extended reporting period. 4

Where This Agreement Covers **4**

Who Is Protected Under This Agreement **4**
Individual. 4
Partnership or joint venture. 4
Limited liability company. 4
Corporation or other organization. 5
Employees. 5
Newly acquired or formed organizations. 5
Separation of protected persons. 5

Limits Of Coverage **5**
Each wrongful act limit. 5
Total limit. 6
How the limits of coverage apply to an extension of the policy period. 6
How the limits of coverage apply to the limited and extended reporting periods. 6
How the limits of coverage apply if the total limit is left blank. 6

Deductible **6**
Each wrongful act deductible. 6

Exclusions-What This Agreement Won't Cover **6**
Bodily injury. 6
Contract liability. 6
Dishonest acts. 6
Employment-related practices. 7
Failure to comply with law. 7
Failure to pay benefits. 7
Fines or penalties. 7
Investment of funds. 7
Investment performance. 7
Known wrongful acts. 7
Participation, investment, or legal advice. 7
Personal injury. 7
Property damage. 7
Termination of plan. 8
Unnamed partnership, joint venture, or limited liability company. 8

Other Insurance **8**
Other primary insurance. 8
Excess insurance. 8

What This Agreement Covers

Employee benefit plans administration liability. We'll pay amounts any protected person is legally required to pay as damages for covered loss that:

- results from the administration of your employee benefit plans; and
- is caused by a wrongful act committed before the ending date of this agreement.

Protected person means any person or organization who qualifies as a protected person under the Who Is Protected Under This Agreement section.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

Administration means only the following administrative functions:

- Explaining or interpreting an employee benefit plan.
- Calculating or communicating benefits and costs for an employee benefit plan.
- Enrolling participants, or terminating participation, in an employee benefit plan.
- Estimating or projecting future employee benefit plan values.
- Handling or processing of employee benefit plan records.

Employee benefit plans means only the following employee benefit plans:

- Educational tuition reimbursement plans.
- Employee stock subscription plans.
- Group plans for life, health, dental, disability, automobile, homeowners, or legal expense insurance.
- Individual Retirement Account (IRA) plans.
- Pension and profit sharing plans.
- Salary Reduction plans under Internal Revenue Code 401(k), including any amendments.
- Savings plans.
- Social security system benefits.
- Travel and vacation plans.
- Workers Compensation and unemployment insurance benefits.

Wrongful act means any negligent act, error, or omission.

Right and duty to defend. We'll have the right and duty to defend any protected person against a claim or suit for loss covered by this agreement. We'll have such right and duty even if any of the allegations of such claim or suit is groundless, false, or fraudulent. But we won't have a duty to perform any other act or service.

We'll have the right to investigate any claim, suit, or wrongful act to the extent that we believe is proper. We'll also have the right to settle any claim or suit within:

- any applicable deductible; or
- the available limits of coverage.

Our duty to defend protected persons ends when we have used up the limits of coverage that apply with the payment of judgments or settlements.

Claim means a demand which seeks damages.

Suit means a civil proceeding which seeks damages. It includes:

- an arbitration proceeding for such damages to which the protected person must submit, or submits with our consent; and
- any other alternative dispute resolution proceeding for such damages to which the protected person submits with our consent.

Additional payments. We'll have the duty to make only the additional payments shown below in connection with any claim or suit under this agreement against a protected person when we:

- investigate or settle the claim or suit; or
- defend the protected person against the claim or suit.

These payments are in addition to the limits of coverage.

Our duty to make additional payments ends when we have used up the limits of coverage that apply with the payment of judgments or settlements.

Our expenses. We'll pay all expenses we incur.

Bonds to release property. We'll pay the cost of bonds to release property that's being used to secure a legal obligation. But only for bond amounts within the limit of coverage that applies. We don't have to furnish such bonds.

Expenses incurred by protected persons. We'll pay all reasonable expenses that any protected person incurs at our request while helping us investigate or settle, or defend a protected person against, a claim or suit. But we won't pay more than $250 per day for earnings actually lost by the protected person because of time taken off from work.

Taxed costs. We'll pay all costs taxed against any protected person in a suit.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

Prejudgment interest. We'll pay the interest that accumulates before a judgment and is awarded against the protected person on that part of a judgment we pay. But if we make a settlement offer to pay the available limit of coverage, we won't pay the prejudgment interest that accumulates after the date of our offer.

Postjudgment interest. We'll pay all interest that accumulates on the full amount of that part of a judgment for which we make a payment. But only from the date of the judgment to the date we pay, or deposit in court, the limit of coverage that applies to the judgment.

Right to appeal a judgment. We'll have the right to appeal a judgment awarded in a suit for loss covered by this agreement if:

- we defend a protected person against the suit; and
- the judgment is awarded against that protected person.

If we appeal such a judgment, we'll pay all expenses which result directly from that appeal, including postjudgment interest and the cost of appeal bonds. Such appeal expenses are in addition to the limits of coverage. However, the results of an appeal won't change the limits of coverage that apply under this agreement.

When This Agreement Covers

During this agreement or the limited reporting period. We'll apply this agreement to claims or suits for covered loss only when they're first made or brought:

- while this agreement is in effect; or
- during the limited reporting period if it applies.

Limited reporting period means the 60 days, starting with the ending date of this agreement, during which claims or suits for covered loss caused by wrongful acts committed before the ending date of this agreement may be first made or brought.

When we consider a claim or suit to be first made or brought. We'll consider a claim or suit for covered loss to be first made or brought on the earliest of the following dates:

- The date that we or any protected person first receives written notice of such claim or suit.
- The date that we first receive a notice of a wrongful act from any protected person.

However, we won't accept such a notice unless it also describes what loss may result from the wrongful act.

We'll also consider all claims and suits for covered loss caused by a wrongful act, or a series of related wrongful acts, to have been made or brought on the date that the first of those claims or suits is first made or brought.

Series of related wrongful acts means two or more wrongful acts, including repeated or continuous wrongful acts, that are related to the same loss.

When the limited reporting period will apply. The limited reporting period will automatically apply without an additional premium if this agreement is canceled or not renewed for any reason. It may not be canceled once it applies.

However, the limited reporting period won't apply to claims or suits if other insurance you buy:

- applies to them; or
- would have applied to them but won't because its limits of coverage have been used up.

How the limited reporting period applies. The limited reporting period doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit for covered loss that is first made or brought during the limited reporting period to have been made on the ending date of this agreement.

When and how an extended reporting period can be added. If this agreement is canceled or not renewed for any reason, an extended reporting period with an unlimited time can be added with an Extended Reporting Period Endorsement and the payment of an additional premium.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

However, we won't issue an extended reporting period endorsement unless we receive a written request for it from the first named insured shown in the Introduction within 60 days after the ending date of this agreement.

In addition, the endorsement won't take effect unless:

- your premium for this agreement is paid in full; and
- the additional premium for the extended reporting period is paid when due.

But once the endorsement takes effect, it may not be canceled by you or us.

Extended reporting period means an unlimited time, starting with the ending date of this agreement, during which claims or suits for covered loss caused by wrongful acts committed before the ending date of this agreement may be first made or brought.

How the extended reporting period applies. The extended reporting period replaces the limited reporting period. Also, it doesn't extend the time that this agreement is in effect. As a result, we'll consider any claim or suit first made or brought during the extended reporting period to have been made or brought on the ending date of this agreement.

In addition, the extended reporting period will cause us to apply this agreement as excess insurance over certain other insurance. We explain when and how we'll do so in the Other Insurance section.

How we'll figure the additional premium for the extended reporting period. We'll figure the additional premium for the extended reporting period in accordance with our rules and rates. But we won't charge more than 200% of the annual premium for the last policy year of this agreement. The extended reporting period endorsement premium is shown in the Coverage Summary.

We explain what we mean by policy year in the Total limit section.

Where This Agreement Covers

We'll apply, and make payments under, this agreement:

- only in the coverage territory; and
- only for covered loss that's caused by wrongful acts committed there.

However, we'll also apply, and make payments under, this agreement in the coverage territory for covered loss that's caused by wrongful acts committed in the rest of the world if the protected person's liability for such loss:

- is determined in a suit in the coverage territory; or
- is agreed to by us in a settlement.

Coverage territory means:

- the United States of America, including its territories and possessions;
- Puerto Rico;
- Canada; and
- international waters or airspace only during travel or transportation between any of the above places.

Who Is Protected Under This Agreement

Individual. If you are shown in the Introduction as a named insured and an individual, you and your spouse are protected persons only for the conduct of a business of which you are the sole owner.

Partnership or joint venture. If you are shown in the Introduction as a named insured and a partnership or a joint venture, you are a protected person. Your partners or co-venturers, and their spouses, are protected persons only for the conduct of your business.

Limited liability company. If you are shown in the Introduction as a named insured and a limited liability company, you are a protected person. Your members are protected persons only for the conduct of your business. And your managers are protected persons only for their duties as your managers.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

Corporation or other organization. If you are shown in the Introduction as a named insured and a corporation or an other organization, you are a protected person. Your directors and executive officers are protected persons only for the conduct of their duties as your directors or executive officers. And your stockholders are protected persons only for their liability as your stockholders.

Other organization means an organization other than a corporation, partnership, joint venture, or limited liability company.

Executive officer means any person holding an officer position created by the charter, constitution, or by-laws, or any other similar governing document, of a corporation or other organization.

Employees. Your employees are protected persons only for:

- work done within the scope of their employment by you; or
- their performance of duties related to the conduct of your business.

But we won't apply this Employees section to your managers if you are a limited liability company. Instead, we'll apply the Limited liability company section to them.

Also, we won't apply this Employees section to your executive officers if you are a corporation or an other organization. Instead, we'll apply the Corporation or other organization section to them.

Employee includes a leased worker, other than a leased temporary worker.

Leased worker means any person who:

- is hired from an employee leasing firm under a contract or agreement between the hirer and that firm; and
- is performing duties related to the conduct of the hirer's business.

Employee leasing firm means any person or organization who hires out workers to others. It includes any:

- employment agency, contractor, or service;
- labor leasing firm; or
- temporary help service.

Leased temporary worker means a leased worker who is hired to:

- temporarily take the place of a permanent employee on leave; or
- meet seasonal or short-term workload conditions.

Newly acquired or formed organizations. Any organization, other than a partnership, joint venture, or limited liability company, that you acquire or form while this agreement is in effect is a protected person if you own more than 50% of it.

However, no newly acquired or formed organization is a protected person for:

- more than 90 days, or the remainder of the time this agreement is in effect, whichever is less, from the date that you acquire or form it, unless we agree that it should continue to be a protected person after the end of that period of time; or
- loss that's covered under other similar insurance.

Separation of protected persons. We'll apply this agreement separately to each protected person.

However, the limits of coverage shown in the Coverage Summary are shared by all protected persons. We explain how in the Limits Of Coverage section.

Also, any right or duty specifically assigned to the first named insured remains unchanged. We explain those rights and duties in the General Rules, which is a part of your policy.

Limits Of Coverage

The limits shown in the Coverage Summary and the information contained in this section fix the most we'll pay as damages, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

Each wrongful act limit. This is the most we'll pay for all covered loss that is caused

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

by any one wrongful act or series of related wrongful acts.

Total limit. This is the most we'll pay for the combined total of all claims and suits for covered loss that are first made or brought in a policy year.

Policy year means the policy period shown in the Introduction, or the period of time this agreement is in effect, whichever is less. But when that period is longer than one year, it means each consecutive annual period, and the remaining period if any, that this agreement is in effect, starting with the beginning date of this agreement.

How the limits of coverage apply to an extension of the policy period. If the original policy period shown in the Introduction is extended for less than 12 months, we'll consider each extended period to be part of the last policy year. For example:

Your policy period is for one year. During that policy year you request a three month extension. We agree. As a result, your last policy year becomes 15 months. It will be subject to the same limits of coverage that applied when the policy year was 12 months.

How the limits of coverage apply to the limited and extended reporting periods. The limits of coverage that apply on the ending date of this agreement aren't renewed or increased for claims or suits first made or brought during the limited reporting period.

However, if the extended reporting period is added, the Total limit is renewed in full.

How the limits of coverage apply if the total limit is left blank. If the amount of the Total limit is left blank in the Coverage Summary, we'll consider that total limit to be three times the Each wrongful act limit.

Deductible

The deductible shown in the Coverage Summary and the information contained in this section fix the amount of damages over which the limits of coverage will apply, regardless of the number of:

- protected persons;
- claims made or suits brought; or
- persons or organizations making claims or bringing suits.

Each wrongful act deductible. You'll be responsible for the amount of damages within this deductible for all covered loss that's caused by each wrongful act or series or related wrongful acts.

If we settle a claim or suit that's subject to this deductible, we'll pay the deductible as part of the settlement. You agree to repay us as soon as we notify you of the settlement.

Exclusions–What This Agreement Won't Cover

Bodily injury. We won't cover bodily injury.

Bodily injury means any physical harm, including sickness or disease, to the physical health of other persons. It includes any of the following that results at any time from such physical harm, sickness, or disease:

- Mental anguish, injury, or illness.
- Emotional distress.
- Care, loss of services, or death.

Contract liability. We won't cover loss for which the protected person has assumed liability under any contract or agreement.

But we won't apply this exclusion to loss for which the protected person would have liability without the contract or agreement.

Dishonest acts. We won't cover claims that result from dishonest, intentionally fraudulent, criminal, or malicious acts or omissions of any protected person or of anyone for whose acts the protected person is legally responsible.

But this exclusion doesn't apply to any protected person who didn't:

- personally participate in committing any such act or omission; or
- remain passive after having personal knowledge of any such act or omission.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

Employment-related practices. We won't cover loss that is sustained by a person and results from any:

- refusal to employ that person;
- termination of that person's employment; or
- other employment-related act, omission, policy, or practice, such as coercion, defamation, demotion, discipline, discrimination, evaluation, harassment, humiliation, or reassignment, directed at that person.

Nor will we cover loss sustained by the spouse or any child, parent, brother, or sister of that person if such loss results from the loss sustained by that person.

We'll apply this exclusion whether the protected person may be held liable as an employer or in any other capacity.

We'll also apply this exclusion to any obligation of the protected person to share damages with or to repay someone else who must pay damages because of such loss.

Failure to comply with law. We won't cover loss that results from any intentional violation of any:

- workers compensation law;
- unemployment insurance law;
- social security law;
- disability benefits law; or
- administrative interpretation of such laws.

Failure to pay benefits. We won't cover loss that results from any failure to pay benefits because:

- there are not sufficient funds; or
- an insurance company fails to comply with the terms of its policy.

Fines or penalties. We won't cover any fine or penalty assessed against any protected person.

Investment of funds. We won't cover loss that results from any investment or non-investment of any employee benefit plan funds.

Investment performance. We won't cover loss that results from any failure of an investment to perform as a protected person expected, intended, or said it would.

Known wrongful acts. We won't cover loss that results from any wrongful act that the protected person:

- knew about before this agreement went into effect; and
- could reasonably foresee would result in a claim or suit being made or brought while this agreement is in effect.

Participation, investment, or legal advice. We won't cover loss that results from the providing of or failure to provide any of the following advice to any employee or his or her dependent or beneficiary:

- Advice to participate or not to participate in an optional employee benefit plan.
- Investment advice.
- Legal advice.

Personal injury. We won't cover loss that results from personal injury.

Personal injury means injury that's caused by a personal injury offense.

Personal injury offense means any of the following offenses:

- False arrest, detention, or imprisonment.
- Malicious prosecution.
- Wrongful entry into, or wrongful eviction from, a room, dwelling, or premises that an individual occupies.
- Invasion of the right of private occupancy of a room, dwelling, or premises that an individual occupies.
- Libel or slander.
- Making known to any person or organization written or spoken material that disparages the products, work, or completed work of others.
- Making known to any person or organization written or spoken material that violates an individual's right of privacy.

Property damage. We won't cover loss that results from property damage.

Property damage means:

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved

- physical damage to tangible property of others, including all resulting loss of use of that property; or
- loss of use of tangible property of others that isn't physically damaged.

Termination of plan. We won't cover loss that results from the termination of any employee benefit plan.

Unnamed partnership, joint venture, or limited liability company. We won't cover loss that results from the conduct of any current or past partnership, joint venture, or limited liability company that's not shown in the Introduction as a named insured.

Other Insurance

This agreement is primary insurance. If there is any other valid and collectible insurance available to you for loss covered by this agreement, the following applies in connection with that insurance.

Other primary insurance. When there is other primary insurance available to you, we'll pay that portion of the damages which:

- exceeds the deductible; and
- equals our percentage of the total of all limits of coverage that apply.

But we won't pay more than the limit of coverage that applies under this agreement. For example:

The limit of coverage under this agreement is $100,000. Another insurance policy with a limit of $25,000 also applies to loss covered by this agreement. We won't pay more than 80% ($100,000/$125,000) of a loss, less any deductible.

However, we'll apply this agreement as excess insurance over the part or parts of any other insurance which provide coverage for claims or suits for loss that:

- is covered by this agreement; and
- is caused by a wrongful act committed before the beginning date of this agreement.

Also, if the extended reporting period applies, we'll apply this agreement as excess insurance over the part or parts of any other insurance which:

- are in effect during the extended reporting period; and
- provide coverage for claims or suits for loss covered by this agreement that are first made or brought during the extended reporting period.

We explain how we'll apply this agreement as excess insurance in the Excess insurance section.

Excess insurance. When this agreement is excess insurance, we won't have a duty to defend the protected person against the part or parts of any claim or suit for which any other insurer has the duty to defend the protected person.

However, we'll defend the protected person against a claim or suit for injury or damage covered by this agreement if no other insurer will do so. In return we'll require that we be given all of the protected person's rights against each such insurer.

Also, we'll pay only the amount of damages that's in excess of:

- the total amount that all such other insurance would pay if this agreement didn't exist; and
- the total of all deductible and self-insured amounts under all such other insurance.

But we won't pay more than the limits of coverage that apply under this agreement.

©St.Paul Fire and Marine Insurance Co.1996 All Rights Reserved