

EKKO INSURANCE
SAFEPLAN POLICY
For
APARTMENTS, MOTELS, OFFICES,
SERVICES and MERCANTILES

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* Pages not applicable to the *Summers v. Hard* lawsuit are not included.

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HOME OFFICE: 4888 BROOKLYN AVE. N.E., RUSTON, MAJOR 98455
(A stock insurance company herein called the company)

SAFEPLAN Policy #: 20112235

NAME OF THE INSURED AND MAILING ADDRESS	POLICY PERIOD
THE GARAGE TAVERN 1134 BROADWAY AVE RUSTON, MJ 98212	from 01-12-20XX to 01-12-20XX+1 Beginning and ending (12:01 A.M. at the mailing address of the insured)
REPLACES	

BUSINESS OF THE NAMED INSURED IS:
SALE OF ALCOHOLIC BEVERAGES

THE NAMED INSURED IS:
SOLE PROPRIETORSHIP

INSURANCE IS PROVIDED FOR THE INSURED WITH RESPECT TO THE DESCRIBED PREMISES AND COVERAGES SHOWS

LOC	DESCRIBED PREMISES
1	1134 BROADWAY AVE RUSTON, MJ 98212

Sec	Coverage	Loc.	Bldg.	Limit of Liability
I	ALL RISK COVERAGE			
I	B-BUSINESS PERSONAL PROPERTY LOSS OF INCOME	1	01	\$20,000 ALL ACTUAL LOSS SUSTAINED, NOT EXCEEDING 12 CONSECUTIVE MONTHS
II	BUSINESS LIABILITY PREMISES MEDICAL PAYMENTS			ALL \$600,000 EACH OCCURRENCE ALL \$5,000 EACH PERSON / \$20,000 EACH OCCURRENCE
III	EXTERIOR BUILDING GLASS			REPLACEMENT COST

POLY FORMS AND ENDORSEMENTS:

CF - 932 07 - 08 CF - 969 1 - 83

ANNUAL PREMIUM \$7,000.00
TOTAL ANNUAL PREMIUM \$7,000.00

Countersignature  Date 1/12/20XX
Agent JOHNSON INS AGENCY Issuance Date 02-05-20XX

THIS PAGE AND THE ATTACHMENTS ARE YOUR COMPLETE NEW INSURANCE POLICY. WE APPRECIATE THE OPPORTUNITY TO SERVE YOUR INSURANCE NEEDS. PLEASE SEE OR CALL YOUR INDEPENDENT AGENT FOR INFORMATION ON THIS OR OTHER TYPES OF PROTECTION.

AGENT NO. 43 - 0488

OP - 852 7/2001 PRINTED IN U.S.A.

COVERAGE A – BUILDINGS

This policy covers the replacement cost of the building(s) at the premises described in the Declaration for which a limit of liability is shown.

COVERAGE B – BUSINESS PERSONAL PROPERTY

This policy covers replacement cost of the Business Personal Property owned by the insured, usual to the occupancy of the insured, at the premises, or within 100 feet of the premises, described in the Declaration for which a limit of liability is shown, including:

1. The personal property of others, but not that of an employee, in the care, custody or control of the insured for business purposes while in or on the premises described in the Declarations, or within 100 feet of such premises. Such insurance shall apply without regard to the insured's legal liability.
2. The business personal property of the insured and the property of others in the care, custody or control of the insured for not more than \$1,000 for all losses arising out of any one occurrence while such property is in due course of transit, or otherwise temporarily away from the described premises.
3. **PERSONAL PROPERTY AT NEWLY ACQUIRED LOCATIONS:** This policy also covers the business personal property of the insured for not exceeding \$10,000 while at premises owned, leased or operated by the insured, other than those described in the Declarations, but this coverage shall cease thirty (30) days from the date of acquisition of such premises or on the date values at such locations are reported to the Company or on the expiration date of the policy, whichever occurs first.
4. Tenant's improvements and betterments, meaning the insured's use interest in fixtures, alterations, installations or additions comprising a part of the building occupied but not owned by the insured and made or acquired at the expense of the insured, exclusive of rent paid by the insured, but which are not legally subject to removal by the insured.
5. **ACCOUNTS RECEIVABLE:** This policy covers loss of or damage to accounts receivable and shall be adjusted on the value of:
 - a. All sums due the insured from customers, provided the insured is unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
 - b. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
 - c. Collection expense in excess of normal collection cost and made necessary because of such loss or damage;
 - d. Other expenses, when reasonably incurred by the insured in re-establishing records of accounts receivable following such loss or damage.

EXCLUSIONS. In addition to exclusions listed under SECTION I – PERILS AND EXCLUSIONS, Accounts Receivable are not covered for loss or damage due:

- a. to loss due to bookkeeping, accounting or billing errors or omissions;
 - b. to loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding;
 - c. to loss due to electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning
6. **MONEY AND SECURITIES:** This policy covers money and securities used in the conduct of the insured's business for an amount not exceeding \$1,000 per occurrence, as follows:
- a. On Premises: While in or on the premises described in the Declarations, or within a bank or savings institution; and
 - b. Off Premises: While en route to or from such described premises, bank or savings institution, or within the living quarters of the custodian of such funds

The insured shall keep records of all the insured property in such a manner that the Company can accurately determine therefrom the amount of loss.

The amount of the Company's liability for loss shall not exceed:

- a. what it would cost at the time of loss to replace the property with other of like kind and quantity; or
- b. the actual cash value thereof at the time of loss provided, however, at the option of the insured, payment of the cost of replacing securities may be determined by the market value at the time of such settlement.

Dishonest or fraudulent acts or a series of similar or related acts of any person acting alone or in collusion with others during the policy period shall be deemed to be one occurrence for the purposes of applying the deductible and the limit of liability.

COVERAGE C – LOSS OF INCOME

This policy covers the actual business loss sustained by the insured and the expenses necessarily incurred to resume normal business operations resulting from the interruption of business or the untenability of the premises when the building or the personal property, at a location shown in the Declarations, is damaged as a direct result of an insured peril. The actual business loss sustained by the insured shall not exceed:

1. the reduction in gross earnings, less charges and expenses which do not necessarily continue during the interruption of business; and
2. the reduction in rents, less charges and expenses which do not necessarily continue during the period of untenability.

The actual business loss sustained shall not include charges and expenses which do not necessarily continue during the interruption of business or during the untenability of the premises.

Loss of income shall be payable for only such length of time as would be required to resume normal business operations but not exceeding such length of time as would be required to rebuild, repair or replace such part of the building or personal property as has been damaged or destroyed as a direct result of an insured peril. Such loss shall not exceed twelve consecutive months from the date of loss and shall not be limited by the expiration date of this policy. The insured is required to resume normal business operations as promptly as possible and shall use all available means to eliminate any unnecessary delay.

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The term "normal business operations" of the insured means the condition that would have existed had no loss occurred.

RESUMPTION OF OPERATIONS: It is a condition of this insurance that if the insured could reduce the loss resulting from the interruption of business:

1. by complete or partial resumption of operation of the property herein described, whether damaged or not; or
2. by making use of merchandise or other property at the locations described herein or elsewhere; or
3. by making use of stock at the locations described herein or elsewhere

such reduction shall be taken into account in arriving at the amount of loss hereunder.

LIMITATIONS: The Company shall not be liable for any increase of loss which may be occasioned by:

1. interference at the described premises by strikers or other persons with rebuilding, repairing or replacing the property or with the resumption or continuation of business; or
2. the suspension, lapse or cancellation of any lease, license, contract or order unless such suspension, lapse or cancellation results directly from the interruption of business, and then the Company shall be liable only for such loss as affects the insured's earnings during, and limited to, the period of indemnity covered under this policy.

SECTION I – PERILS AND EXCLUSIONS (NAMED PERIL)

When Named Peril Coverage is designated in the Declarations for Section I, the section titled Perils and Exclusions (Named Peril) is applicable.

PERILS INSURED

This policy insured against all direct loss, subject to all the provisions contained herein, for loss caused by:

1. Fire.
2. Lightning.
3. Windstorm or Hail.
4. Explosion, including direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom.
5. Smoke, meaning sudden and accidental damage from smoke, other than smoke from agricultural smudging or industrial operations.
6. Aircraft or Vehicles, meaning only direct loss resulting from actual physical contact of an aircraft or a vehicle with the property covered or with the building(s) containing the property covered, except that loss by aircraft includes direct loss by object falling therefrom.
7. Riot. Riot Attending a Strike or Civil Commotion, including direct loss by acts of striking employees of the owner or tenant(s) of the building(s) while occupied by said striking employees and shall also include direct loss from pillage and looting occurring during and at the immediate place of a riot attending a strike or civil commotion.
8. Vandalism or Malicious Mischief, meaning only the willful and malicious damage to or destruction of the property covered.
9. Sprinkler Leakage, meaning leakage or discharge of water or other substance from within an automatic sprinkler, or direct loss caused by collapse or fall of a tank forming a part of such system.

EXCLUSIONS

The Company shall not be liable for loss:

1. occasioned directly or indirectly by enforcement of any ordinance or law regulating the construction, repair or demolition of buildings or structures;
2. caused by or resulting from power, heating or cooling failure, unless such failure results from physical damage to power, heating or cooling equipment situated on premises where the property covered is located, caused by perils not otherwise excluded;
3. caused by any electrical injury or disturbance of electrical appliances, devices, fixtures, or wiring caused by electrical currents artificially generated unless fire as insured against ensues and then this Company shall be liable for only loss caused by the ensuing fire.
4. caused by, resulting from, contributed to, or aggravated by any of the following:
 - a. earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or shifting;
 - b. flood, surface water, waves, tidal water or tidal waves, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
 - c. water which backs up through sewers or drains;
 - d. water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls or floors;
 - e. delay or loss of marketunless fire or explosion as insured against ensues, and then this Company shall be liable for only loss caused by the ensuing fire or explosion.

SECTION I – DEDUCTIBLE

This deductible clause does not apply to coverage as provided for Loss of Income.

For loss by theft, the sum of \$250 shall be deducted from the amount of loss to property in any one occurrence. For loss other than loss by theft, the sum deducted will be \$100.

The aggregate amount of this deductible in any one occurrence shall not exceed \$1,000.

SECTION II –BUSINESS LIABILITY AND PREMISES MEDICAL PAYMENTS

PERSONS INSURED

Each of the following is an **insured** under this insurance to the extent set forth below:

1. The **named insured** and, if an individual, the spouse of such **named insured** if a resident of the same household.
2. If the **named insured** is designated in the Declarations as:
 - a. Partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof by only with respect to his liability as such;
 - b. Other than an individual, partnership or joint venture the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.
3. Any person or organization while acting as real estate manager for the **named insured**
4. Any employee of the **named insured** while acting within the scope of his duties as such.
5. Any entity which the **insured** acquires or forms, and over which the **insured** maintains financial control through ownership of more than 50% of its capital stock or assets. This coverage for such entities will expire 90 days after the acquisition or formation of such entity.

INSURING AGREEMENTS

1. **BUSINESS LIABILITY**
The Company will pay on behalf of the **insured** all sums which the **insured** shall become legally obligated to pay as damages because of **bodily injury, property damage, personal injury** or **advertising injury** caused by an **occurrence** to which this insurance applies.
2. **STOP-GAP EMPLOYER'S LIABILITY**
The Company will pay for the legal liability of the **insured** for such **bodily injury** of any employee of the **insured** who sustains an injury which arises out of and in the course of the **insured's** employment, provided such employee is reported and declared under the workers' compensation fun of the State(s) of Montana, Major, Nevada, Ohio, Utah, and West Virginia.
3. **PREMISES MEDICAL PAYMENTS**
The Company will pay to or for each person who sustains **bodily injury** caused by accident all reasonable **medical expense** incurred within one year from the date of the accident on account of such **bodily injury**, provided such **bodily injury** arises out of (a) a condition in the **insured premises** or (b) operations with respect to which the **named insured** is afforded coverage for bodily injury liability under this policy.

RIGHT AND DUTY TO DEFEND

The Company shall have the right and duty to defend any claim or suit against the **insured** seeking damages payable under this policy, even though the allegations of the suit may be groundless, false or fraudulent. The Company may make such investigations and settlements of any claim or suit as it deems expedient. The Company is not obligated to pay any claim or judgment or to defend any suit after the applicable limit of the Company's liability has been exhausted by payment of judgments or settlements.

SUPPLEMENTARY PAYMENTS

The Company will pay, in addition to the applicable limit of liability:

1. all expenses incurred by the Company, all costs taxed against the **insured** in any **suit** defended by the Company and all interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before the Company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the Company's liability thereon;
2. premium on appeal bonds required in any such **suit**, premiums on bonds to release attachments in any such **suit** for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the **insured** because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the Company shall have no obligation to apply for or furnish any such bonds;
3. expenses incurred by the **insured** or first aid to others at the time of an accident, for **bodily injury** to which this policy applies;
4. reasonable expenses incurred by the **insured** at the Company's request in assisting the Company in the investigation or defense of any claim or **suit**, including actual loss of earnings not to exceed \$50 per day.

EXCLUSIONS

Under Insuring Agreement 1 Business Liability:

This insurance does not cover:

1. **bodily injury** or **property damage** included within the **war hazard** with respect to liability assumed by the **insured** under any contract or agreement or expenses of first aid under the Supplementary Payments provision;
2. any obligation for which the **insured** or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
3. with respect to employee injuries:
 - a. **bodily injury** to any employee of the **insured** arising out of and in the course of his employment by the **insured** for which the **insured** may be held liable as an employer or in any other capacity; or
 - b. any obligation of the **insured** to indemnify or contribute with another because of damages arising out of the **bodily injury**; or

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- c. **bodily injury** sustained by the spouse, child, parent, brother, or sister of an employee of the **insured** as a consequence of **bodily injury** to such employee arising out of and in the course of his employment by the **insured**.

This exclusion applies to all claims and suits by any person or organization for damages because of such **bodily injury** including damages for care and loss of services.

This exclusion does not apply to liability assumed by the **insured** under a contract.

4. **property damage** (a) to property owned or transported by the **insured**; (b) to personal property rented to the **insured**; (c) to property under **bailment** to the **insured** (except injury to or destruction of such property arising out of the use of elevators or escalators or to liability assumed under sidetrack agreements); (d) to that particular part of any property (i) upon which operations are being performed by or on behalf of the **insured**, or (ii) out of which such injury or destruction arises; (e) to premises alienated by the **named insured** arising out of such premises or any part thereof; (f) to the **named insured's products** arising out of such products or any part of such products; (g) with respect to the **completed operations hazard** to work performed by or on behalf of the **named insured** arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;
5. damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the **named insured's products** or any work completed by or for the **named insured** or of any property of which such products or work form a part if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
6. **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of any **mobile equipment** while being used in any prearranged or organized racing speed or demolition contest or in any stunting activity or in practice of preparation for any such contest or activity;
7. loss of use of tangible property which has not been physically injured or destroyed resulting from:
- a delay in or lack of performance by or on behalf of the **named insured** of any contract or agreement; or
 - the failure of the **named insured's products** or work performed by or on behalf of the **named insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **named insured**
- but this exclusion does not apply to loss of use or other tangible property resulting from the sudden and accidental physical injury to or destruction of the **named insured's products** or work performed by or on behalf of the **named insured** after such products or work have been put to use by any person or organization other than an **insured**;
8. liability or injury arising out of or in connection with domestic activities of any **insured** which are not connected with the business of any **insured**;
9. **bodily injury or property damage** arising out of the ownership, maintenance, operation, use, loading or unloading of:
- any **automobile** or aircraft owned or operated by or rented or loaned to any **insured**; or
 - any other **automobile** or aircraft operated by any person in the course of his employment by any **insured**.
- This exclusion does not apply to the parking of an **automobile** on premises owned by, rented to or controlled by the **named insured or the ways immediately adjoining**, if such **automobile** is not owned by or rented or loaned to any **insured**.
10. [alcoholic beverage liability deleted]
11. **bodily injury** to (a) another employee of the **named insured** arising out of or in the course of his employment or (b) the **named insured** or, if the **named insured** is a partnership or joint venture, any partner or member thereof;
12. liability for **personal injury** assumed by the **insured** under any contract or agreement;
13. **personal injury** arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any **insured**;
14. **personal injury** arising out of a publication or utterance described in item (b) of the Definitions of **personal injury**:
- if the first injurious publication or utterance of the same or similar material by or on behalf of the **named insured** was made prior to the effective date of this insurance; or
 - concerning any organization or business enterprise or its **products** or services made by or at the direction of any **insured** with knowledge of the falsity thereof.
15. **personal injury** arising out of the legal, accounting, advertising or medical occupations, or any activities related to, associated with, or made possible by the **insured's** professional knowledge of these occupations. This exclusion does not apply to veterinarians, optometrists or dentists;
16. **advertising injury** arising out of:
- failure of performance of contract, but this exclusion does not apply to the unauthorized appropriation of ideas based upon alleged breach of implied contract; or
 - infringement of trademark, service mark or trade name, other than titles or slogans;
 - incorrect description or mistake in advertised price of goods, products or services sold, offered for sale or advertised;
17. **advertising injury** for any **insured** in the business of advertising, broadcasting, publishing or telecasting
18. **bodily injury or property damage** due to rendering of or failure to render any professional service, including but not limited to:
- legal, accounting, advertising, engineering, drafting, architecture, and
 - medical, dental, pharmacological, cosmetic, hearing aid, optical, or ear piercing services.
- This exclusion does not apply to Incidental Medical Malpractice Injury. Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render the following services, if the **insured** or any **insured's** indemnity is not engaged in the business or occupation of providing any of these services:
- medical, surgical, dental, X-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
 - the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.
19. any claim made against the **insured** for loss of revenue, caused by the loss of use of data processing records, during restoration of such data processing records, resulting from the **named insured's** negligence, failure to perform, or products. This exclusion applies only to **insureds** engaged in the business of providing data processing services for others;
20. **bodily injury or property damage** caused by the dumping, discharge or escape of irritants, pollutants or contaminants. This exclusion does not apply if the discharge is sudden and accidental.

Under Insuring Agreement 2 Stop-Gap Employers' Liability:

This insurance does not cover:

- any premium, assessment, penalty, fine, benefits, liability, or other obligation imposed by the Federal Employer's Liability Act, Jones Act, or any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;

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2. **bodily injury** suffered or caused by any person knowingly employed by the **insured** in violation of any law as to age, or under the age of 14 years regardless of any such law;
3. aircraft operation or the performance of any duty in connection with aircraft while in flight;
4. any claim for **bodily injury** with respect to which the **insured** is deprived of any defense or defenses or is otherwise subject to penalty because of default in premium payment, or any other failure to comply with the provisions of any workers' compensation law;
5. any liability assumed by the **insured** under any contract of agreement;
6. any injury sustained because of any act committed intentionally by or at the direction of the **named insured** and, if the **named insured** is a corporation or partnership, by an executive officer, director, stockholder or partner thereof.

Exclusions 1 and 6 above shall not exclude coverage for the legal liability of the **insured**, other than benefits of compensation provided for under any workers' compensation act, resulting from the deliberate intentional act of an employee or agent (other than an executive officer, director, stockholder or partner) to produce injury or death to another employee when such act is committed within the scope of employment.

Under Insuring Agreement 3 Premises Medical Payments:

This insurance does not cover:

1. **bodily injury** if excluded by Exclusions, Under Insurance Agreement 1;
2. **bodily injury**
 - a. included within the **completed operation hazard** or the products **hazard**;
 - b. arising out of operations performed for the **named insured** by independent contractors other than (i) maintenance and repair of the **insured premises** or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
 - c. including within the **war hazard**;
3. **bodily injury**
 - a. to the **named insured**, any partner therein, any tenant or other person regularly residing on the **insured premises** or any employee of any of the foregoing if the **bodily injury** arises out of and in the course of his employment therewith;
 - b. to any other tenant if the **bodily injury** occurs on that part of the **insured premises** rented from the **named insured** or to any employee of such a tenant if the **bodily injury** occurs on the tenant's part of the **insured premises** and arises out of and in the course of his employment for the tenant;
 - c. to any person while engaged in maintenance and repair of the **insured premises** or alteration, demolition, or new construction at such premises;
 - d. to any person if any benefits for such **bodily injury** are payable or required to be provided under any workers' compensation, unemployment compensation or disability benefits law, or under any similar law;
 - e. to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
4. any **medical expenses** for services by the **named insured**, any employee thereof or any person or organization under contract to the **named insured** to provide such services.

LIMITS OF LIABILITY

For the purpose of determining the limit of the company's liability, all **bodily injury, property damage, personal injury** and **advertising injury** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

Regardless of the numbers of **insureds** under this policy the Company's liability is limited as follows:

1. The limit expressed in the Declarations as applicable to "each **occurrence**" is the total limit of the Company's liability under the **bodily injury, property damage, personal injury** and **advertising injury** liability coverages combined for all damages as the result of any one **occurrence** provided:
 - a. with respect to all damages included within the (i) **completed operations hazard**, and the (ii) **products hazard**, or arising out of **advertising injury**, such limit of liability during each annual policy period as the result of one or more than one **occurrence**;
 - b. with respect to all damages arising out of **property damage** (other than the **completed operations hazard**, or the **products hazard**) such limit of liability shall be the total limit of the Company's liability during each annual policy period as the result of one or more than one **occurrence**, but said limit of liability shall apply separately to each project with respect to operations being performed away from premises owned by or rented to the **insured**.
2. The limit of liability for Premises Medical Payments Coverage stated in the Declarations as applicable to "each person" is the limit of the Company's liability for all **medical expense for bodily injury** to any one person as the result of any once accident but subject to the above provision respecting "each person," the total liability of the Company under Premises Medical Payments Coverage for all **medical expense for bodily injury** to two or more persons as the result of any one accident shall not exceed the limit of liability stated in the Declarations as applicable to "each accident."

DEFINITIONS

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

“advertising injury” means injury which arises out of one or more of the following offenses committed in the course of the **named insured’s** advertising activities:

- a. libel, slander or defamation;
- b. any infringement of copyright, title or slogan;
- c. piracy or unfair competition;
- d. idea misrepresentation under implied contract;
- e. invasion of right of privacy;

“automobile” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), it does not include **mobile equipment**;

“bailment” means a delivery of personal property by any person to the **insured** for some purpose beneficial to either the **insured** or such person or both under a contract, express or implied, for the **insured** to carry out such purpose and to redeliver such property or otherwise dispose of it as provided;

“bodily injury” means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

“completed operations hazard” includes **bodily injury** and **property damage** arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the **named insured**. “Operations” include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- a. when all operations to be performed by or on behalf of the **named insured** under the contract have been completed;
- b. when all operations to be performed by or on behalf of the **named insured** at the site of the operations have been completed; or
- c. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The **completed operations hazard** does not include **bodily injury** or **property damage** arising out of

- a. operations in connection with the transportation of property, unless the **bodily injury** or **property damage** arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- b. the existence of tools, uninstalled equipment or abandoned or unused materials;

“insured” means any person or organization qualifying as an insured in the “Persons Insured” provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or **suit** is brought, except with respect to the limits of the Company’s liability;

“insured premises” means all premises owned by or rented to the **named insured** with respect to which the **named insured** is afforded coverage for **bodily injury** liability under this policy, and includes the ways immediately adjoining on land;

“medical expense” means expenses for necessary medical, surgical, X-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services;

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

“named insured” means the person or organization named in the Declarations of this policy;

“named insured’s products” means goods or products manufactured, sold, handled or distributed by the **named insured** or by other trading under his name, including any container thereof (other than a vehicle), but **“named insured’s products”** shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

“non-owned private passenger automobile” means a four-wheel, self-propelled vehicle which is not owned, leased, hired or borrowed by the **named insured** and which is one of the following types:

- a. a private passenger vehicle, such as a sedan, station wagon, or jeep-type vehicle;
- b. a pick-up or panel truck not used primarily in the occupation, business or profession of the owner;

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- c. a utility automobile designed for personal use as a camper or motor home or for family recreational purpose but a utility automobile does not include any such automobile used primarily
 1. in the occupation, profession or business of the owner or
 2. for the transportation of passengers;

“**occurrence**” means:

- a. an event including continuous or repeated exposure to conditions, which results in **bodily injury** or **property damage**, or
- b. with respect to **personal injury** or **advertising injury**, the commission of an offense or a series of similar or related offenses which is neither expected or intended from the standpoint of the **insured**. **Occurrence** also includes any intentional act by or at the direction of the **insured** which results in **bodily injury**, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property;

“**personal injury**” means injury which arises out of one or more of the following offenses committed in the conduct of the **named insured’s** business:

- a. false arrest, detention or imprisonment, or malicious prosecution;
- b. the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual’s right of privacy, except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the **named insured**;
- c. wrongful entry or eviction, or other invasion of the right of private occupancy;

“**policy territory**” means anywhere in the world, provided, however, that (a) resulting claims are asserted within the United States of America, its possessions, or Canada, and (b) it shall apply to **suits** and judgments for damages resulting therefrom only if **suit** is commenced in a court in the United States of America, its possessions or in Canada;

“**product hazard**” includes **bodily injury** and **property damage** arising out of the **named insured’s products** or reliance upon a representation or warranty made at any time with respect thereto, but only if the **bodily injury** or **property damage** occurs away from the premises owned by or rented to the **named insured** and after physical possession of such products has been relinquished to others;

“**property damage**” means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an **occurrence** during the policy period;

“**suit**” includes an arbitration proceeding to which the **insured** is required to submit or to which the **insured** has submitted with the Company’s consent;

“**war hazard**” includes all **bodily injury** and **property damage** due to war, whether or not declared: civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing.

GENERAL CONDITIONS

CONDITIONS APPLICABLE TO SECTIONS I & II

1. Action Against Company

No action shall lie against the Company unless there shall have been full compliance with all of the terms of this policy nor until the amount of the **insured’s** obligation to pay shall have been finally determined whether by judgment against the **insured** after actual trial or by written agreement of the **insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by the policy. No person or organization shall have any right under this policy to join the Company as a party in any action against the **insured** to determine the **insured’s** liability, nor shall the Company be impleaded by the **insured** or his legal representative. Bankruptcy or insolvency of the **insured** or of the **insured’s** estate shall not relieve the Company of any of its obligations hereunder.

2. Insured’s Duties in the Event of Occurrence, Claim or Suit

- a. In the event of an **occurrence**, written notice containing particulars sufficient to identify the **insured** and also reasonably obtainable information with respect to the time, place and circumstances thereof and the names and addresses of the **insured** and of available witnesses shall be given by or for the **insured** to the Company or any of its authorized agents as soon as practicable.
- b. If claim is made or **suit** is brought against the **insured**, the **insured** shall immediately forward to the Company every demand, notice, summons or other process received by him or his representative.
- c. The **insured** shall cooperate with the Company and, upon the Company’s request, assist in making settlements, in the conduct of **suits** and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **insured** because of injury or damage with respect to which insurance is afforded under this policy; and the **insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **insured** shall not, except at his own cost, voluntarily make any payment, assume any obligations or incur any expense other than for first aid to others at the time of the accident.

3. Other Insurance

If, applicable to the loss, there is any valid and collectible insurance, whether on a primary, excess or contingent basis, available to the **insured** (in this or any other carrier), there shall be no insurance afforded hereunder as respects such loss; except that if the applicable limit of liability of this policy is in excess of the applicable limit of liability provided by the other insurance, this policy shall afford excess insurance over and above such other insurance in an amount sufficient to afford the **insured** a combined limit of liability equal to the applicable limit of liability afforded by this policy. Insurance under this policy shall not be construed to be concurrent or contributing with any other insurance which is available to the **insured**.

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4. **Nuclear Exclusion**

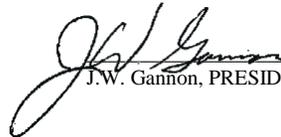
This policy does not apply.

5. **Medical Reports: Proof and Payment of Claim (Applicable to Premises Medical Payments)**

As soon as practicable the injured person or someone on his behalf shall give to the Company written proof of claim, under oath if required, and shall, after each request from the Company, executed authorization to enable the Company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the Company when and as often as the Company may reasonably require. The Company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute an admission of liability of any person or, except hereunder, of the Company.

This policy has been signed for the company by its president and secretary and shall not be valid unless countersigned by an authorized representative of the Company.


W.D. Hammersley, SECRETARY


J.W. Gannon, PRESIDENT