



## **Commercial General Liability Coverage Combined Public Liability & Products Liability Policy**

**This Policy is a contract of insurance. The information, statement and declaration which you provided us in the Proposal Form or in the Declarations forms the basis of this contract and an integral part of this Policy.**

**Please carefully read all the policy documents together, as they form your policy wording and contain the full details of your cover**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words you and your refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words we, us and our refer to the company providing this insurance.

Terms that appear in CAPITAL LETTERS type have special meaning. Refer to Section V - Definitions.

### **SECTION I - COVERAGES**

#### **COVERAGE A: BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreements**

###### **Insuring Agreement A1 - Public Liability**

We will pay those sums that the insured becomes legally obligated to pay as damages because of BODILY INJURY or PROPERTY DAMAGE which occurs during the policy period and is caused by an OCCURRENCE, except for an OCCURRENCE resulting from PRODUCTS-COMPLETED OPERATIONS HAZARD.

###### **Insuring Agreement A2 - PRODUCTS-COMPLETED OPERATIONS HAZARD (Products Liability)**

We will pay those sums that the insured becomes legally obligated to pay as damages because of a BODILY INJURY or PROPERTY DAMAGE which occurs during the policy period and is caused by an OCCURRENCE resulting from PRODUCTS-COMPLETED OPERATIONS HAZARD.

Insuring Agreements A1 and A2 above shall only apply to an OCCURRENCE which takes place in the COVERAGE TERRITORY.

In addition, we will pay reasonable defence costs pursuant to Section III (Limit of Insurance) paragraph 5.



Under Insuring Agreements A1 and A2 above, damages because of BODILY INJURY shall include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the BODILY INJURY.

## **2. Duty to Defend**

We will have the right and duty to defend the insured against any SUIT seeking damages covered under Insuring Agreements A1 and A2. **However, we will have no duty to defend the insured against any SUIT seeking damages for BODILY INJURY or PROPERTY DAMAGE to which this insurance does not apply.**

The reasonable defence costs paid by us will be included in the limits of insurance applicable to Coverage A under this policy, subject to Section III (Limit of Insurance) paragraph 5,

We may, investigate any OCCURRENCE and settle any CLAIM or SUIT that may result. Thirty days prior to any settlement by us, we will notify the insured in writing. Should the insured object to such settlement, the insured may continue in the defence of the CLAIM but the amount we will pay, shall be limited to the amount for which the CLAIM could have been settled and to the reasonable defence costs incurred up to the date on which the CLAIM could have been settled.

But:

- (1) **The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and**
- (2) **our right and duty to defend end when we have used up the applicable limit of insurance,** subject to Section III (Limit of Insurance) paragraph 5.
- (3) **our duty to defend applies only to those countries in the COVERAGE TERRITORY where legal circumstances permit us to defend.** In those countries in the COVERAGE TERRITORY where legal circumstances do not permit us to defend, we will reimburse you for your reasonable defense costs, as approved in advance by us. In case such approval has not been obtained in advance, we will be liable only for reasonable defence costs.

However, we will act in coordination and cooperation with you and take reasonable measures not to prejudice your reputation or cause you any loss.

**No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverage's A and B.**

## **3. Exclusions Applicable to Coverage A**

**This insurance does not cover:**

- a. **Expected or Intended Injury**



**BODILY INJURY or PROPERTY DAMAGE** expected or intended from the standpoint of the insured. This exclusion does not apply to **BODILY INJURY** resulting from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

**BODILY INJURY or PROPERTY DAMAGE** for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an **INSURED CONTRACT**, provided the **BODILY INJURY or PROPERTY DAMAGE** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **INSURED CONTRACT**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **BODILY INJURY or PROPERTY DAMAGE**, provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **INSURED CONTRACT**; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Employer's Liability**

**BODILY INJURY** to:

- (1) An **EMPLOYEE** of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **EMPLOYEE** as a consequence of **BODILY INJURY** to the **EMPLOYEE** specified under Paragraph (1) above.

This exclusion applies:

- (i) Whether the insured may be liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **INSURED CONTRACT**.

**d. Pollution**

**BODILY INJURY or PROPERTY DAMAGE** arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or **POLLUTANTS** into or upon land, the



atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all five of the following conditions:

- (1) the discharge, dispersal, release or escape must be neither expected nor intended by the insured, and
- (2) the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
- (3) the discharge, dispersal, release or escape must be physically evident to the INSURED or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
- (4) the initial **BODILY INJURY** or **PROPERTY DAMAGE** caused by the discharge, dispersal, release or escape must be ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
- (5) Notwithstanding anything to the contrary in condition (3), in the event of **OCCURRENCE, CLAIM** or **SUIT**, or any other policy conditions, all **CLAIMS** made against the Insured under this coverage shall be reported to us by the insured as soon as practicable and subject to Condition 2 of Section IV of the policy.

The term release includes, but is not limited to any of the following: spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

e. **Aircraft, AUTO or Watercraft**

**BODILY INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, AUTO or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **LOADING OR UNLOADING**.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) **PROPERTY DAMAGE** arising out of Parking an AUTO on, or on the ways next to, premises you own or rent, provided the AUTO is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any **INSURED CONTRACT** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of **MOBILE EQUIPMENT**.

but in respect of **CLAIMS** brought within the State of Israel, this exclusion shall apply in all instances where such **BODILY INJURY** as described above is otherwise covered under the Compensation for Road Accident Victims Law 1975

f. **MOBILE EQUIPMENT**

**BODILY INJURY** or **PROPERTY DAMAGE** arising out of:

- (1) The transportation of **MOBILE EQUIPMENT** by an AUTO owned or operated by or rented or loaned to any insured; or
- (2) The use of **MOBILE EQUIPMENT** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.



but in respect of CLAIMS brought within the State of Israel, this exclusion shall apply in all instances where such BODILY INJURY as described above is otherwise covered under the Compensation for Road Accident Victims Law 1975

**g. War and TERRORISM**

**BODILY INJURY or PROPERTY DAMAGE due to:**

1. war, any act of war, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power, act of foreign enemy, hostilities, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority, military rising, rebellion, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or
2. the intentional use of military force to intercept, prevent, or mitigate any known or suspected terrorist act; or
3. any terrorist acts.

It is further agreed that the terms war and terrorist acts are respectively defined as follows:

- a) War shall mean war, whether declared or not, or any warlike activities including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends;
- b) Terrorist Act(s) shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. A terrorist act shall also include any act which is verified or recognized as such by the Israeli or United States Governments or any other country where the claim was made or where the act took place.

**h. Damage To Property**

**PROPERTY DAMAGE to:**

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the PROPERTY DAMAGE arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the PROPERTY DAMAGE arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because YOUR WORK was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to PROPERTY DAMAGE (other than damage by fire) to premises, including the contents of such premises, rented to you for a



period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to you as described in Section III - Limits of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are YOUR WORK and were never occupied, rented or held for rental by you.

Paragraph (6) of this exclusion does not apply to PROPERTY DAMAGE included in the PRODUCTS-COMPLETED OPERATIONS HAZARD.

**i. Damage To YOUR PRODUCT**

PROPERTY DAMAGE to YOUR PRODUCT arising out of it or any part of it.

**j. Damage To YOUR WORK**

PROPERTY DAMAGE to YOUR WORK arising out of it or any part of it and included in the PRODUCTS-COMPLETED OPERATIONS HAZARD.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**k. Damage to IMPAIRED PROPERTY Or Property Not Physically Injured**

PROPERTY DAMAGE to IMPAIRED PROPERTY or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in YOUR PRODUCT or YOUR WORK; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to YOUR PRODUCT or YOUR WORK after it has been put to its intended use.

**l. Recall Of Products, Work Or IMPAIRED PROPERTY**

Damages CLAIMED for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) YOUR PRODUCT;
- (2) YOUR WORK; or
- (3) IMPAIRED PROPERTY;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**m. Employment-Related Practices**

BODILY INJURY arising out of any:

- (1) refusal to employ;
- (2) termination of employment;



- (3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- (4) consequential **BODILY INJURY** as a result of (1) through (3) above.
- (5) sexual harassment

**This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.**

**n. PERSONAL AND ADVERTISING INJURY**

**BODILY INJURY arising out of PERSONAL AND ADVERTISING INJURY.**

**o. Asbestos**

**PROPERTY DAMAGE or BODILY INJURY, arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of such PROPERTY DAMAGE or BODILY INJURY as a result of manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.**

**Exclusions c. through I. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance**

**COVERAGE B: PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as damages because of **PERSONAL AND ADVERTISING INJURY** to which this insurance applies.

This insurance applies to **PERSONAL AND ADVERTISING INJURY** caused by an offense arising out of your business, **but only if the offense was committed in the COVERAGE TERRITORY during the policy period.**

**Duty to Defend**

We will have the right and duty to defend the insured against any **SUIT** seeking those damages. **However, we will have no duty to defend the insured against any **SUIT** seeking damages for **PERSONAL AND ADVERTISING INJURY** to which this insurance does not apply.**

We may investigate any offense and settle any **CLAIM** or **SUIT** that may result. Thirty days prior to any settlement by us, we will notify the insured in writing. Should the insured objects to such settlement, the insured may continue in the defence of the **CLAIM** but the amount we will pay, shall be limited to the amount for which the **CLAIM** could have been settled and to the reasonable defence costs incurred up to the date on which the **CLAIM** could have been settled.

But:





- (1) **The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and**
- (2) **our right and duty to defend end when we have used up the applicable limit of insurance, subject to Section III (Limit of Insurance) paragraph 5.**
- (4) **our duty to defend applies only to those countries in the COVERAGE TERRITORY where legal circumstances permit us to defend. In those countries in the COVERAGE TERRITORY where legal circumstances do not permit us to defend, we will reimburse you for your reasonable defense costs, as approved in advance by us. In case such approval has not been obtained in advance, we will be liable only for reasonable defence costs.**

However, we will act in coordination and cooperation with you and take reasonable measures not to prejudice your reputation or cause you any loss. **No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverage's A and B.**

## **2. Exclusions Applicable to Coverage B**

**This insurance does not cover:**

### **a. PERSONAL AND ADVERTISING INJURY:**

- (1) **Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict PERSONAL AND ADVERTISING INJURY;**
- (2) **Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;**
- (3) **Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;**
- (3) **Arising out of a criminal act committed by or at the direction of any insured;**
- (4) **Arising out of any refusal to employ; termination of employment; coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual harassment or other employment-related practices, policies, acts or omissions; or consequential PERSONAL INJURY as a result of any of the above;**
- (5) **For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;**
- (6) **Arising out of a breach of contract, except an implied contract to use another's advertising idea in your ADVERTISEMENT;**
- (7) **Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your ADVERTISEMENT;**
- (8) **Arising out of the wrong description of the price of goods, products or services stated in your ADVERTISEMENT;**

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(9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 15.a., b. and c. of PERSONAL AND ADVERTISING INJURY under the Definitions Section;

(10) Arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

b. Any loss, cost or expense arising out of any:

(1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, POLLUTANTS; or

(2) CLAIM or SUIT by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, POLLUTANTS.

## **COVERAGE C: MEDICAL PAYMENTS**

### **1. Insuring Agreement**

a. We will pay medical expenses as described below for BODILY INJURY caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

**provided that:**

- (i) The accident takes place in the COVERAGE TERRITORY and during the policy period and is notified to us as soon as practicable and subject to Condition 2 of Section IV of the policy ;
- (ii) The expenses are incurred and reported to us within one year after the date of the accident;

**The injured person shall submit to examination, at our expense, by physicians of our choice as we reasonably require.**

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### **2. Exclusions Applicable to Coverage C**

**We will not pay expenses for BODILY INJURY:**



- a. **To any insured.**
- b. **To a person hired to do work for or on behalf of any insured or a tenant of any insured.**
- c. **To a person injured on that part of premises you own or rent that the person normally occupies.**
- d. **To a person, whether or not an EMPLOYEE of any insured, if benefits for the BODILY INJURY are payable or must be provided under a workers' compensation or disability benefits law or the National Insurance Institute Law (Israel) or a similar law.**
- e. **To a person injured while taking part in non-professional sport activity, carried out in the framework of a registered sports association pursuant to the Sports Law - 1988.**
- f. **Included within the PRODUCTS-COMPLETED OPERATIONS HAZARD.**
- g. **Excluded under Coverage A.**

#### **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. We will pay, with respect to any CLAIM we investigate or settle or any SUIT against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the BODILY INJURY Liability Coverage applies. We do not have to furnish these bonds
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the CLAIM or SUIT, including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the SUIT.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will pay any prejudgment interest based on that period of time up to the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a SUIT and an indemnity of the insured is also named as a party to the SUIT, we will defend that indemnity pursuant to the following terms:
  - a. The SUIT against the indemnity seeks damages for which the insured has assumed the liability of the indemnity in a contract or agreement that is an INSURED CONTRACT; and
  - b. This insurance applies to such liability assumed by the insured; and



- c. The obligation to defend, or the cost of the defense of, that indemnity, has also been assumed by the insured in the same INSURED CONTRACT; and
- d. The allegations in the SUIT and the information we know about the OCCURRENCE are such that no conflict appears to exist between the interests of the insured and the interests of the indemnity; and
- e. The indemnity and the insured ask us to conduct and control the defense of that indemnity against such SUIT and agree that we can assign the same counsel to defend the insured and the indemnity; and
- f. The indemnity:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the SUIT; and
    - (b) As soon as practicable send us copies of any demands, notices, summonses or legal papers received in connection with the SUIT; and
    - (c) Notify any other insurer whose coverage is available to the indemnity; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the Indemnity; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the SUIT; and
    - (b) Conduct and control the defense of the indemnity in such SUIT.

Attorneys' fees incurred by us in the defense of that indemnity, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnity at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - BODILY INJURY And PROPERTY DAMAGE Liability, such payments will not be deemed to be damages for BODILY INJURY and PROPERTY DAMAGE and will not reduce the limits of insurance.

**Our obligation to defend an insured's indemnity and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when: we have used up the applicable limit of insurance in respect of Coverages A or B;**

## **SECTION II - WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insured's, **but only with respect to the conduct of a business of which you are the sole owner.**
  - b. A partnership or joint venture, you are an insured. your members, your partners, and their spouses are also insured's, **but only with respect to the conduct of your business.**



- c. A limited liability company, you are an insured. your members are also insured's, **but only with respect to the conduct of your business.** your managers are insured's, **but only with respect to their duties as your managers.**
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. your EXECUTIVE OFFICERS and directors are insured's, **but only with respect to their duties as your officers or directors.** your stockholders are also insured's, **but only with respect to their liability as stockholders.**
2. Each of the following is also an insured:
- a. your EMPLOYEES, other than either your EXECUTIVE OFFICERS (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), **but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these EMPLOYEES is an insured for:**
    - (1) **BODILY INJURY or PERSONAL AND ADVERTISING INJURY:**
      - (a) **To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-EMPLOYEE while that co-EMPLOYEE is either in the course of his or her employment or while performing duties related to the conduct of your business;**
      - (b) **To the spouse, child, parent, brother or sister of that co-EMPLOYEE as a consequence of BODILY INJURY to those specified under Paragraph (1)(a) above**
      - (c) **For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or**
      - (d) **Arising out of his or her providing or failing to provide professional health care services.**
    - (2) **PROPERTY DAMAGE to property:**
      - (a) **Owned, occupied or used by,**
      - (b) **Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:**  
**you, any of your EMPLOYEES, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).**
  - b. Any person (other than your EMPLOYEE) or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.



3. With respect to MOBILE EQUIPMENT registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment,. **However, no person or organization is an insured with respect to:**
  - a. **BODILY INJURY to a co-EMPLOYEE of the person driving the equipment; or**
  - b. **PROPERTY DAMAGE to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.**
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured However:
  - a. **Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;**
  - b. **Coverage A does not apply to BODILY INJURY or PROPERTY DAMAGE that occurred before you acquired or formed the organization; and**
  - c. **Coverage B does not apply to PERSONAL AND ADVERTISING INJURY arising out of an offense committed before you acquired or formed the organization.**

**No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.**

### **SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insured's;
  - b. CLAIMS made or SUITS brought; or
  - c. Persons or organizations making CLAIMS or bringing SUITS.
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of BODILY INJURY or PROPERTY DAMAGE included in the PRODUCTS-COMPLETED OPERATIONS HAZARD; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of BODILY INJURY and PROPERTY DAMAGE included in the PRODUCTS-COMPLETED OPERATIONS HAZARD.
4. Subject to 2. above, the PERSONAL AND ADVERTISING INJURY Limit is the most we will pay under Coverage B for the sum of all damages because of all PERSONAL AND ADVERTISING INJURY sustained by any one person or organization.
5. In respect of Section I Coverage A and B, we will pay reasonable defence costs which the insured will incur as approved in advance by us, even in so far as such costs exceed the limit of insurance specified



in the Declarations. In case such approval has not been obtained in advance, we will be liable only for reasonable defence costs.

With respect to CLAIMS made or SUITS brought outside the jurisdiction of the State of Israel, the reasonability of defense costs exceeding the limit of insurance specified in the Declarations will be determined based on the reasonable defense costs in Israel in accordance with Israeli standards.

6. Subject to 2. or 3. above, whichever applies, the Each OCCURRENCE Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C

because of all BODILY INJURY and PROPERTY DAMAGE arising out of any one OCCURRENCE.

7. Subject to 5. above, the Damage To Premises Rented To you Limit is the most we will pay under Coverage A for damages because of PROPERTY DAMAGE to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of *the owner*.
8. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of BODILY INJURY sustained by any one person.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations.

##### 2. In The Event Of OCCURRENCE, Offense, CLAIM or SUIT:

- a. you shall notify us as soon as practicable of an OCCURRENCE or offense which may result in a CLAIM. To the extent possible, notice should include:
  - (1) How, when and where the OCCURRENCE or offense took place;and
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the OCCURRENCE or offense.

**Notice of an OCCURRENCE or offense is not notice of a CLAIM.**

##### b. If a CLAIM is received by any insured, you shall:

- (1) As soon as practicable record the specifics of the CLAIM and the date received; and
- (2) Notify us as soon as practicable during the policy period.

you shall see to it that we receive written notice of the CLAIM as soon as practicable.

##### c. you and any other involved insured shall:

- (1) As soon as practicable send us copies of any demands, notices, summonses or legal papers received in connection with the CLAIM or a SUIT; and
- (2) Authorize us to obtain records and other information; and

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- (3) Cooperate with us in the investigation or settlement of the CLAIM or defense against the SUIT; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. The Insured's duties **to notify** as stated above, and the remedies afforded to us in case of breach of such duties are subject to sections 22-25 of the Insurance Contract Law 1981.
- e. **No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.**
3. Other Insurance In case that another policy which covered the matters covered under this policy provides that such other policy is primary, or in case the other policy is specifically designated to cover the matters covered under this policy, then cover under this policy shall apply in excess of the covered amount under such other policy.
4. Premium Audit
- a. we will compute all premiums for this policy.
  - b. Premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
  - c. The first Named Insured shall keep records of the information we need for premium computation, and send us copies at such times as we may request.
5. Separation Of Insured's
- Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:
- a. As if each Named Insured were the only Named Insured; and
  - b. Separately to each insured against whom CLAIM is made or SUIT is brought.
6. Transfer Of Rights Of Recovery Against Others To us
- If you have any right for compensation or indemnification against a third party, regarding any matter covered under this policy, not by virtue of an insurance policy, this right will be transferred to us once we have paid insurance benefits and to the extent thereof.





We may not exercise the right transferred to us under this condition in a manner which will prejudice your right to recover compensation or indemnification from a third party in excess of the benefits received from us. We shall be entitled to pursue and enforce such rights in your name, and you shall provide us with all reasonable assistance and co-operation in doing so, including the execution of any necessary instruments and papers. You shall do nothing to prejudice these rights. Any amount recovered in excess of our total payment shall be restored to you less our cost of such recovery. We agree not to exercise any such rights of recovery against any EMPLOYEE unless the CLAIM or OCCURRENCE is brought about or contributed to by the dishonest, fraudulent, intentional criminal or malicious act or omission of the EMPLOYEE.

#### 7. When we Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 8. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. In the event of non-payment of premium, and if the outstanding premium remains unpaid within fifteen (15) days after a written notice shall be mailed or delivered by us to the first Named Insured, we may cancel the policy by giving written notice stating the effective date of cancellation, which shall be not less than twenty-one (21) days after such notice was received by the insured, unless payment is made within such period.
- c. if we cancel for any other reason, we may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation
- d. In case of cancellation of the policy by us before the expiry of the policy period, and the reason for the cancellation is not due to the violation of the policy terms by the insured or an attempt to defraud us by the insured, we will return the first Named Insured the amount which we would have charged from a similar insured in respect of the same type of insurance on the cancellation date, pro-rata to the remaining period up to the end of the policy period  
Any amount not paid by us within 28 days will incur interest as stipulated in the section 4(a) of the Adjudication of Interest and Linkage Law, 1961 until the day of actual payment. The reimbursement of the premium by us shall not be a condition to the validity of the cancellation.. However, such payment will be made as soon as possible.
- e. In case of cancellation of the policy by the first Named Insured, we will be entitled to the premium paid for the period before the cancellation became effective, calculated as follows:  
10% of the premium applicable for the policy period, plus 10% for each month or part thereof during which the policy was in force.
- f. we will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- g. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### 9. Changes

This policy contains all the agreements between you and us concerning the insurance afforded.

The first Named Insured shown in the Declarations is authorized to make changes in the  
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terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

#### 10. Premiums

The first Named Insured shown in the Declarations:

- a. is responsible for the payment of all premiums; and
- b. will be the payee for any return premiums we pay.

#### 11. Transfer of Your Rights and Duties Under This Policy

your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If 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 proper temporary custody of your property will have your right and duties, but only with respect to that property.

#### 12. Application of the Law

The interpretation of the Terms, Conditions and Exclusions of this policy shall be in accordance with Israeli law, including the Insurance Contract Law 1981.

### **SECTION V - DEFINITIONS**

1. **ADVERTISEMENT** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. **AUTO** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. **But AUTO does not include MOBILE EQUIPMENT.**
3. **BODILY INJURY** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **CLAIM** means a written or oral demand or civil action or **SUIT** received by the insured and notified in writing to us, in which compensation is sought and where specific allegations are made relating to an **OCCURRENCE**.
5. **COVERAGE TERRITORY** means anywhere in the world, including International waters or airspace, **but excluding: the United States of America, (including its territories and possessions), Puerto Rico and Canada;**
6. **EMPLOYEE** means any person included on the insured's payroll or any other person that may be otherwise insured under an Employer's Liability policy of the Insured
7. **EXECUTIVE OFFICER** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document or which is defined as an officer (other than a director) under the Israeli Companies Law – 1999 or any similar law applicable to you.



8. IMPAIRED PROPERTY means tangible property, other than YOUR PRODUCT or YOUR WORK, that cannot be used or is less useful because:

- a. It incorporates YOUR PRODUCT or YOUR WORK that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. you have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- i. The repair, replacement, adjustment or removal of YOUR PRODUCT or YOUR WORK; or
- ii. your fulfilling the terms of the contract or agreement.

9. INSURED CONTRACT means:

- a. A contract for a lease of premises. **However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an INSURED CONTRACT;**
- b. A sidetrack agreement;
- c. Any easement or license agreement, **except in connection with construction or demolition operations on or within 50 feet of a railroad;**
- d. An obligation, as required by ordinance, to indemnify a municipality, **except in connection with work for a municipality;**
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for BODILY INJURY or PROPERTY DAMAGE to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**Paragraph f. does not include that part of any contract or agreement:**

- (1) **That indemnifies a railroad for BODILY INJURY or PROPERTY DAMAGE arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;**
- (2) **That indemnifies an architect, engineer or surveyor for injury or damage arising out of:**
  - (a) **Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or**
  - (b) **Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or**
- (3) **Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional**



**services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.**

10. **LOADING OR UNLOADING** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or AUTO;
- b. While it is in or on an aircraft, watercraft or AUTO; or
- c. While it is being moved from an aircraft, watercraft or AUTO to the place where it is finally delivered;

but **LOADING OR UNLOADING** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or AUTO.

11. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a, b, c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b, c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

**However, self-propelled vehicles with the following types of permanently attached equipment are not MOBILE EQUIPMENT but will be considered AUTOS:**

**(1) Equipment designed primarily for:**

- (a) Snow removal;**
- (b) Road maintenance, but not construction or resurfacing; or**
- (c) Street cleaning;**

**(2) Cherry pickers and similar devices mounted on AUTOMOBILE or truck chassis and used to raise or lower workers; and**



**(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.**

12. OCCURRENCE means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. PERSONAL AND ADVERTISING INJURY means injury, including consequential BODILY INJURY, arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your ADVERTISEMENT; or
  - g. Infringing upon another's copyright, trade dress or slogan in your ADVERTISEMENT.
14. POLLUTANTS mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled,
15. PRODUCTS-COMPLETED OPERATIONS HAZARD:

Includes all BODILY INJURY and PROPERTY DAMAGE occurring away from premises you own or rent and arising out of YOUR PRODUCT or YOUR WORK **except:**

**a. Products that are still in your physical possession; or**

**b. Work that has not yet been completed or abandoned.** However, YOUR WORK will be deemed completed at the earliest of the following times:

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

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**Does not include BODILY INJURY or PROPERTY DAMAGE arising out of:**

- (i) **The transportation of property**, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **LOADING OR UNLOADING** of that vehicle by any insured;
- (ii) **The existence of tools, uninstalled equipment or abandoned or unused materials; or**



**(iii) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.**

16. PROPERTY DAMAGE means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the OCCURRENCE that caused it.

17. SUIT means a civil proceeding in which damages because of BODILY INJURY, PROPERTY DAMAGE or PERSONAL AND ADVERTISING INJURY to which this insurance applies are alleged. SUIT includes:

- a. An arbitration proceeding in which such damages CLAIMED and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are CLAIMED and to which the insured submits with our consent.

18. YOUR PRODUCT means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

YOUR PRODUCT includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of YOUR PRODUCT; and
- b. The providing of or failure to provide warnings or instructions.

**YOUR PRODUCT does not include vending machines or other property rented to or located for the use of others but not sold.**

19. YOUR WORK means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

YOUR WORK includes:

- i. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of YOUR WORK; and
- ii. The providing of or failure to provide warnings or instructions.