

## SECTION III. EXCLUSIONS

We shall not be liable to make any payment for the following:

A. As respects “damages” in connection with any “civil claim” or “administrative claim” made against an “insured”:

### 1. Aircraft, Auto Or Watercraft

For “bodily injury” or “property damage” “claims” arising out of, based upon or attributable to 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 applies even if the “claims” against any “insured” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “insured”, if the “wrongful act” which caused the “damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any “insured”.

### 2. Bodily Injury, Personal Injury And Property Damage

Any “bodily injury”, “personal injury” and “property damage”.

### 3. Contractual Liability

Arising out of, based upon or attributable to any actual or alleged contractual liability of the “insured” under any express contract or agreement; provided, however, that this exclusion shall not apply to the extent any liability does not arise under such express contract or agreement.

### 4. Fraudulent Act

Arising out of, based upon or attributable to:

- a. Any willful violation of a penal statute or ordinance;
- b. Any criminal or fraudulent act; or
- c. Gaining of any profit, remuneration or advantage to which such “insured” was not legally entitled.

However, we will defend any “administrative claim” or “civil claim” alleging any of the foregoing conduct until there is a final adjudication, adverse admission or finding of fact against such “insured” as to such conduct.

We shall not cover any “civil claim” if such “insured” pleads *nolo contendere* or no contest to a “criminal proceeding” against such “insured” arising out of the same, or essentially the same, material facts as such “civil claim”.

No fact pertaining to or knowledge possessed by any “insured” shall be imputed to any other “insured” for the purpose of applying this exclusion.

### 5. Medical Services

For “bodily injury” or “property damage” claims arising out of the actual or alleged providing of or failure to provide healthcare, medical care or treatment to any individual, including but not limited to any of the following: medical, surgical, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional healthcare, including the furnishing or dispensing of medications, drugs, blood, or blood products; medical, surgical, dental or psychiatric supplies or equipment; or the administration or management of healthcare or any healthcare plan.

**B.** As respects "damages" or "defense costs" in connection with any "civil claim" or "administrative claim" made against an "insured":

**1. Asbestos**

Arising out of, based upon or attributable to "asbestos".

**2. Collective Bargaining/ERISA**

Alleging, arising out of, based upon or attributable to any responsibilities, obligations, or duties imposed against any "insured" by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, and the Occupational Safety and Health Act, or any rules or regulations of the foregoing promulgated there under, and amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law.

**3. Pending Or Prior Litigation**

Arising out of, based upon or attributable to any pending or prior:

**a.** Litigation; or

**b.** State, local or federal proceeding or investigation,

of which an "insured" had notice, prior to the inception date of this policy, or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation of any state, local or federal proceeding or investigation.

**4. Pollution**

Arising out of, based upon or attributable to "pollutants".

**5. Prior Knowledge Of Wrongful Act**

Arising out of, based upon or attributable to the same, or essentially the same, facts or actual or alleged "wrongful act" that:

**a.** The "insured" had knowledge of prior to the "insured's policy period"; and

**b.** Could reasonably be expected to result in a "claim" or litigation.

**6. Prior Reported Claim**

Arising out of, based upon or attributable to the same, or essentially the same, facts or actual or alleged "wrongful acts" that are alleged or contained in any "claim" which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time.

**7. Workers Compensation**

Arising out of, based upon or attributable to any responsibilities, obligations, or duties imposed against any party by any workers' compensation, unemployment compensation, disability benefits law, or other similar statutory law or common law.