

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
06/29/2004

PRODUCER 877-945-7378  Willis North America, Inc. • Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED Corrections Corporation of America 10 Burton Hills Blvd. Nashville, TN 37215		INSURERA: <b>Steadfast Insurance Company</b> 26387-000 INSURERB: <b>American Home Assurance Company</b> 19380-001 INSURERC: <b>Executive Risk Specialty Insurance Company</b> 44792-001 INSURERD: INSURERE:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISRT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	SC0377042303	4/1/2004	4/1/2005	EACH OCCURRENCE \$ 5,000,000 FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS- COMP/OP AGG \$ 5,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALLOWNEDAUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNEDAUTOS	5188959	4/1/2004	4/1/2005	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>DAMAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>	5212470	4/1/2004	4/1/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
D	<b>OTHER</b> Physicians Medical Professional Liability	81663430	7/1/2004	7/1/2005	\$2,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VENUES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISION

## CERTIFICATE HOLDER

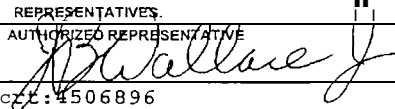
ADDITIONAL INSURED: INSURER LETTER:

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR

state of Vermont  
 Attn: Department of Corrections  
 1229 Portland Street, Suite 101  
 St. Johnsbury, VT 05819

REPRESENTATIVES  
 AUTHORIZED REPRESENTATIVE



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## Steadfast Insurance Company

DOVER, DELAWARE  
Administrative Offices • 1400 American Lane, Schaumburg, Illinois 60196-1056

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### Commercial General Liability Declarations Occurrence Coverage

**Policy Number**  
SCO 3770423-02

**Policy Period**  
from 4/1/2003 to 4/1/2004

**Named Insured and Mailing Address**  
Corrections Corporation of America  
(See Endorsement #2)  
10 Burton Hills Boulevard  
Nashville, TN 37215-6105

**Producer Name and Address**  
Stewart Smith/McAlear Associates, Inc.  
285 1 Charlevoix Drive SE, Suite 120, PO Box 111  
Grand Rapids, MI 49546

**Producer Number** 18309

The Policy period begins and ends on the dates stated above at 12:01 A.M. Standard Time at your mailing address as stated above.

IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

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#### LIMITS OF INSURANCE

This policy provides for the Limits of Insurance below: See Section III for definition of Limits of Insurance

Each Occurrence Limit	\$ 5,000,000	
Personal and Advertising Injury Limit	\$ 5,000,000	Any One Person or Organization
Fire Damage Limit	\$ 1,000,000	Any One Fire
Medical Expense Limit	\$ N/A	Any One Person
General Aggregate Limit (Other Than Products/Completed Operations)	\$ 5,000,000	
Products/Completed Operations Aggregate Limit	\$ 5,000,000	
Total General Policy Aggregate	\$ 20,000,000	

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Form of Business:  Individual  Partnership  Joint Venture  Organization (Other than Partnership or Joint Venture)

Business Description: Operation of Detention Centers

Location of all Premises you own, rent or occupy: (See Endorsement #7)

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For Classifications, Codes, Premium Basis, Rates, and Advance Premium,  
See attached Schedule of Operations #3

**Total Policy Premium: \$2,204,766 Minimum & Deposit**  
**Premium payable at inception is: \$2,204,766**

Forms and Endorsements attached to this policy: See attached Forms and Endorsements Schedule #1

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Countersigned this 19<sup>th</sup> day of August, 2003 Janet Jordan Foster  
Authorized Representative

STF-CGL-D-203-A.CW (7/98).



ZURICH

## Steadfast Insurance Company

### Commercial General Liability Policy Occurrence • Defense Costs Inside Limits

*Various provisions in this policy restrict coverage. Read the entire policy careful/y 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.*

*The word “insured” means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).*

*Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).*

In consideration of the payment of the premium, and in reliance upon the statements in the declarations and the application, and subject to the limits of insurance, and the terms, conditions and exclusions of this policy, we agree with you as follows:

#### SECTION I • COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of “bodily injury” and “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those “damages,” and we will pay all “covered expenses” we incur with respect to such “suit,” up to the limits of insurance. 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. We may at our discretion investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for “damages” and “covered expenses” is limited as described in LIMITS OF INSURANCE (SECTION III); and

- (2) Our right and duty to defend end when the applicable limit of insurance has been:

- (a) used up in the payment of “damages” or “covered expenses” under Coverages A or B or medical expenses under Coverage C; or

- (b) deposited in a court of competent jurisdiction.

- (3) If the limit of insurance is exhausted prior to settlement or judgment of any pending “suit,” we have the right to withdraw from further defense of the “suit” by tendering control of the “suit” to the insured, and the insured agrees as a condition to the issuance of the policy to accept such tender.

- b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” that takes place in the “coverage territory”; and

- (2) The “bodily injury” or “property damage” occurs during the “policy period”.

- (c) “Damages” because of “bodily injury” include “damages” claimed by any person or organization for care, loss of services, or death resulting at any time from the “bodily injury”.

## 2. Exclusions.

This insurance does not apply to:

### a. Expected or Intended Injury

“Bodily injury” or “property damage” which results from an act that is intended by the insured or can be expected from the standpoint of a reasonable person to cause “bodily injury” or “property damage,” even if the injury or damage is of a different degree or type than actually intended or expected. 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 “damages” by reason of assumption of the liability of others in a contract or agreement, whether written or oral. This exclusion does not apply to liability for “damages”:

- (1) 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; or
- (2) That the insured would have in the absence of the contract or agreement.

### c. Liquor Liability

“Bodily injury” or “property damage” for which an insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law.

### e. 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, grandparent, brother or sister of that “employee” of the insured, its parent, subsidiary or affiliate.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation of the insured to indemnify or contribute with another because of “damages” arising out of the “bodily injury.”

This exclusion does not apply to liability assumed by the insured under an “insured contract.”

### f. Pollution

- (1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) 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
  - (b) 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.

Pollutants means 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, re-conditioned or reclaimed.

### g. 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 or snowmobile or trailer designed to use with a snowmobile 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 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;

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- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned, rented or loaned to you or the insured; or
  - (4) “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” (Section V).

**h. 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.

**i. War**

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes, without limitation, civil war, insurrection, rebellion or revolution.

**j. Damage to Property**

“Property damage” to:

- (1) Property that the insured owns, rents, or occupies;
- (2) Premises the insured sells, gives away, abandons, or ceases to have operational control over, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to the insured;
- (4) 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 such property.

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.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

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Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

**k. Damage to Your Product**

“Property damage” to “your product” arising out of it or any part of it.

**l. 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.

**m. 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.

**n. 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.

Exclusions c. through n. do not apply to damage by tire 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 LIMITS OF INSURANCE (Section III).

**o. Asbestos**

Any obligation of ours:

(1) To investigate, settle or defend any claim or "suit" against any insured alleging actual or threatened injury or damages of any nature or kind, including loss of use to persons or property, which arises out of or would not have occurred but for:

- (a) Exposure to asbestos; or
- (b) Manifestation of any disease relating to the exposure to asbestos during the policy period or at any time prior to the policy period;

(2) To pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:

- (a) Arises out of any such claims or "suit"; or
- (b) Arises due to compliance with any action authorized by law relating to such injury or damage.

**p. Employment Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment;

or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

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

**q. Nuclear Liability**

"Bodily injury" or "property damage":

(1) with respect to which the insured is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured

under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; (b) the insured is, or, had this policy not been available, would be entitled to indemnity from the United States of America or any agency thereof, with any person or organization; or

(3) Under any liability coverage, resulting from the "hazardous properties" of "nuclear material," if;

(a) the "nuclear material" (i) is at any "nuclear facility" owned by the insured or operated by the insured or on the insured's behalf, or (ii) has been discharged or dispensed therefrom;

(b) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported, or disposed of by the insured or on the insured's behalf; or

(c) the "bodily injury" or "property damage" arises out of the furnishing by the insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion, (3) applies only to "property damage" to such "nuclear facility" and any property threat.

(4) As used in this exclusion:

(a) "hazardous properties" includes radioactive, toxic or explosive properties;

(b) "nuclear material" means "source material," "special nuclear material" or "by-product material";

(c) "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof;

(d) "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

(e) "waste" means any waste material (i) containing "by-product material" other than the tailing or wastes produced by the

extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content and (ii) resulting from the operations by any person or organization of a "nuclear facility" included within the definition of "nuclear facility" below;

**"nuclear facility" means:**

- (i) any "nuclear reactor";
- (ii) any equipment or device designed or used for [1] separating the isotopes of uranium or plutonium, [2] processing or utilizing "spent fuel", or [3] handling, processing or packaging "wastes";
- (iii) any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the amount of such material in your custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

**B. PERSONAL INJURY AND INJURY LIABILITY**

**reement.**

pay those sums that the insured becomes obligated to pay as "damages" because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking "damages," and we will pay all "covered damages" we incur with respect to such "suit" up to the limit of insurance. However, we will have no obligation to defend the insured against any "suit" seeking "damages" for "personal injury" or "advertising injury" in which this insurance does not apply. We

may at our discretion investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" and "covered expenses" is limited as described in LIMITS OF INSURANCE (Section III); and
  - (2) Our right and duty to defend end when the applicable limit of insurance has been:
    - (a) used up in the payment of "damages" or "covered expenses" under Coverages A or B or medical expenses under Coverage C; or
    - (b) deposited in a court of competent jurisdiction.
  - (3) If the Limit of Insurance is exhausted prior to settlement or judgment of any "suit", we will have the right to withdraw from further defense of the "suit" by rendering control of such defense to the insured, and the insured agrees as a condition to the issuance of this policy to accept such tender..
- b. This insurance applies to:
- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
  - (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the "policy period."

**2. Exclusions**

**This insurance does not apply to:**

- a. "Personal injury" or "advertising injury":
  - (1) **False Publications**  
Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
  - (2) **Publications Prior to Policy Period**  
Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
  - (3) **Violation of Penal Statutes or Ordinances**  
Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
  - (4) **Liability Assumed by Contract**  
For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for "damages" that the in-

sured would have in the absence of the contract or agreement;

**(5) Pollution**

- (a) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (b) Any loss, cost or expense arising out of any:
  - (i) 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
  - (ii) 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.

Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**(6) Asbestos**

Any obligation of ours:

- (a) To investigate, settle or defend any claim or "suit" against any insured alleging actual or threatened injury or damages of any nature or kind, including loss of use to persons or property, which arises out of or would not have occurred but for:
  - (i) Exposure to asbestos; or
  - (ii) Manifestation of any disease relating to the exposure to asbestos during the policy period or at any time prior to the policy period;
- (b) To pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
  - (i) Arises out of any such claims or "suit"; or
  - (ii) Arises due to compliance with any action authorized by law relating to such injury or damage.

**(7) Employment Related Practices**

To a person arising out of any:

- (a) (i) Refusal to employ that person;
- (ii) Termination of that person's employment; or
- (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" or "advertising injury" to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

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

b. "Advertising injury" arising out of:

**(1) Breach of Contract**

Breach of contract, other than misappropriation of advertising ideas under an implied contract;

**(2) Advertised Quality or Performance**

The failure of goods, products or services to conform with advertised quality or performance;

**(3) Wrong Price**

The wrong description of the price of goods, products or services;

**(4) Infringement of Patent or Trademark**

Infringement of patent or trademark, whether direct, contributory or by inducement; or

**(5) Advertising, Broadcasting, Publishing or Telecasting Business**

An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**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:
  - (a) The accident takes place in the "coverage territory" and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident;
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often 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 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.**

We will not pay for 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 similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard."
- g. Excluded under Coverage A.
- h. If you are a club, to any of your members.
- i. If you are a hotel, motel or tourist court, to any of your guests.
- j. Arising from or in connection with any medical expenses for services by you, any of your employees or any person or organization under a contract to you to provide such services.

**SECTION II -WHO IS AN INSURED**

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, 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 insureds, but only with respect to the conduct of your business.

- c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees," other than your "executive officers," but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
  - (1) "Bodily injury" or "personal injury";
    - (a) To you, to your partners or members (if you are a partnership or joint venture), or to a co-"employee" while 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, grandparent, brother or sister of that co-"employee";
    - (c) For which there is any obligation to indemnify or contribute with another who must pay "damages" because of the injury described in (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," or, if you are a partnership or joint venture, by any partner or member.
- 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 that person's 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, and, only if no other insurance of any kind is available to that person or organization for this liability. 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 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 joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization;
  - 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 injury" or "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 or joint venture 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. Insureds;
  - 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" and "covered expenses" under Coverage A, except "damages" and "covered expenses" because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

- c. "Damages" and "covered expenses" under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for "damages" and "covered expenses" 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" and "covered expenses" because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. "Damages" and "covered expenses" under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence."
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for "damages" and "covered expenses" because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.
7. 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.

The Limits of Insurance of this policy apply separately to each consecutive "policy period." The "policy period" begins with the effective date shown in the Declarations. If the "policy period" is extended after issuance for any additional period, the additional period will be deemed part of the last preceding period for the purpose of determining the limits of insurance.

### 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 under this policy.

#### 2. Duties In The Event of "Occurrence," Offense, Claim or "Suit."

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an 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;

- (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.
- b. If a claim is made or "suit" is brought against any insured, you must:
- (1) immediately record the specifics of the claim or "suit" and the date received; and
  - (2) notify us as soon as practicable.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, adjustment or settlement of the claim, in our coverage investigation, and in 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. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, admit liability or incur any expense other than for first aid, without our consent.

### 3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this policy or that are in excess of the available limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance.

If other valid and collectible insurance is available to the insured for a loss we cover under Coverage A or B of this policy, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when there is other insurance applying on a primary basis. Then b. below applies.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under any other insurance.

### 5. Premium.

- a. The first Named Insured is responsible for the payment of all premiums, which are due in full 30 days after the policy period begins; and the first Named Insured shall be the payee for any return premium that becomes due.
- b. If the premium is a flat charge, it is not subject to adjustment.
- c. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of each year in which this insurance is in force at the rate shown in the Declarations, subject to the minimum annual premium.

### 6. Review of Records.

We may examine and audit your books and records as they relate to this insurance:

- a. At any time during the "policy period";
- b. Up to three years afterwards; or
- c. Within one year after final settlement of all claims under this policy.

### 7. Inspections and Surveys.

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

- a. Are safe and healthful; or
- b. Comply with law, regulations, codes or standards.

#### 8. Representations and Warranties.

By accepting this policy, you agree, represent and warrant that:

- a. The statements in the Declarations are accurate and complete;
- b. The statements in the Declarations are based upon representations you made to us;
- c. The statements in the application for this insurance and any supplementary material attached to it are truthful, accurate and complete; and
- d. We have issued this policy in reliance upon your representations as contained in (a.) through (c.) above.

#### 9. Separation of Insureds.

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.

#### 10. Transfer of Rights of Recovery Against Others To us.

If the insured has rights to recover all or part of any payments we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 11. Cancellation and Nonrenewal

- a. The first Named Insured shown in the Declarations may cancel this policy by surrendering it to us or our authorized agent or by sending us written notice stating when the cancellation will be effective.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If the policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. We may adjust the premium either when cancellation becomes effective or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered a refund.
- f. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.
- g. If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of nonrenewal not less than 30 days before the expiration date.

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

#### 12. 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 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.

#### 13. 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 rights and duties, but only with respect to that property.

#### SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
  - a. 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;
  - b. Oral or written publication of material that violates a person's right of privacy;

- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

Such offenses must be committed in the course of advertising your goods or products during the "policy period."

- 2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
- 3. "Aircraft" means a vehicle used or built for flight in the air.
- 4. "Bodily injury" means physical injury, sickness or disease and mental anguish or emotional distress when accompanied by physical injury, sustained by a person, including death resulting from any of these at any time.
- 5. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in (a) above; or
  - c. All parts of the world if:
    - (1) The injury or damage arises out of:
      - (a) Goods or products made or sold by you in the territory described in a. above; or
      - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
    - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
- 6. "Covered expenses" means:
  - a. All expenses we incur for investigation, adjustment and defense of claims and "suits," including attorneys' fees, expert and witness fees and court costs;
  - b. 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;
  - c. All reasonable expenses incurred by the insured with our prior written consent to assist us in the investigation, adjustment or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off work;
  - d. All costs taxed against the insured in the "suit";

- e. 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 not pay any prejudgment interest based on the period of time after the offer; and

- f. 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.

"Covered expenses" do not include the salaries of your "employees" or our "employees."

These payments will reduce the limits of insurance.

- 7. "Damages" means money that is paid to compensate an injured party for "bodily injury," "property damage," "personal injury" or "advertising injury".
- 8. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "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:
  - c. The repair, replacement, adjustment, or removal of "your product" or "your work"; or
  - d. Your fulfilling the terms of the contract or agreement.
- 11. "Insured contract" means a written contract for:
  - a. 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;
  - e. An elevator maintenance agreement; or

- 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, roadbeds, 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, drawings, opinions, reports, surveys, change orders, designs or specifications; or
  - (b) Giving directions or instruction, or failing to give them if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for any 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 or engineering services.

12. **“Leased worker”** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. A “leased worker” does not include a “temporary worker.”

13. **“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.”

14. **“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 mounted on automobile or truck chassis and used to raise or lower workers; and
- 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;
  - (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.

15. **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in “bodily injury” or “property damage.”

16. **“Personal injury”** means injury, other than “bodily injury,” arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Any of the following acts if done by or on behalf of an owner, landlord or lessor:
  - (1) Wrongful eviction from,
  - (2) Wrongful entry into, or
  - (3) Invasion of the right of private occupancy of a room dwelling or premises that a person occupies;
- 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; or
- e. Oral or written publication of material that violates a person’s right of privacy.

17. **“Policy period”** means the period set forth in Item 1 of the Declarations.

18 a. **“Products- completed operations hazard”** means all “bodily injury” and “property damage” occurring away from premises you own rent or occupy and arising out of “your product” or “your work,” except:

- (1) Products that are still in your physical possession; or
  - (2) Work that has not yet been completed or abandoned.
- b. “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.

c. This hazard does not include “bodily injury” or “property damage” arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the “loading or unloading” of it;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which the classification in this policy or in our manual of rules includes products or completed operations.

19. **“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 shall be deemed to occur at the time of the “occurrence” that caused it.

20. **“Suit”** means a civil proceeding in which “damages,” because of “bodily injury,” “property damage,” “personal injury” or “advertising injury” to which this policy applies are alleged. “Suit” includes an arbitration proceeding alleging such “damages” to which the insured submits with our consent, or any alternative dispute resolution in which such “damages” are claimed and to which the insured submits with our consent.

21 **“Temporary worker”** means a person who is furnished to you to substitute for a permanent “employee” on leave or to meet seasonal or short-term workload conditions.

22. **“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.

23. **“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:

c. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of “your work”; and

d. The providing of or failure to provide warnings or instructions in connection with such goods or products.





**dfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#1

**Insured: Corrections Corporation of America**

**FORMS AND ENDORSEMENTS SCHEDULE**

CGL-D-203-A CW (7/98)	<b>Commercial</b> General Liability Declarations
CGL-113-C CW (7-98)	Commercial General Liability Policy
CGL-999 A CW (7/98)	Forms and Endorsements Schedule #1
CGL-1001b A CW (7/98)	Broad Form Named <b>Insured</b> & Listing #2
CGL-1101 A CW (7/98)	Schedule of Operations #3
CGL-1201 C CW (4/01)	<b>Self Insured</b> Retention Endorsement (Defense Costs Included) #4
CGL-1304 A CW (7/98)	Employee Benefits Liability Coverage, etc. #5
CGL- 1799 A CW (7/98)	Additional <b>Self Insured</b> Retention Amendment #6
CGL-1010 A CW (7/98)	Designated Location(s) Cow-age #7
CGL-1448 A CW (7/98)	Deletion of Medical Payments Coverage #8
CGL-1407 F CW (8/98)	Designated Locations(s) - General Aggregate Limit, etc. #9
CGL-1499 A CW (7/98)	Amendment to <b>Coverage</b> #10
CGL-1410 A CW (7/98)	Notice of Cancellation #11
CGL-1635 A CW (7/98)	Additional <b>Insured</b> - Person or Organization (Blanket) #12
CGL-1004 A CW (7/98)	Designated Entities Exclusion #13
CGL-1413 A CW (7/98)	Unintentional E & O #14
CGL-1430 A CW (7/98)	Total Pollution Exclusion - Hostile Fire Exception #15
CGL-1599 A CW (7/98)	Aids Exclusion #16
CGL-1003A CW (7/98)	Cross Liability Suits Exclusion #17
CGL-1516 C CW (8/98)	Professional Services Exclusion #18
CGL-1496 A CW (7/98)	Non-Duplication of Limits #19
CGL-1504 C C-W (7/98)	Continuing Claim Exclusion #20
CGL-1510 A CW (7/98)	<b>Lead</b> Exclusion #21
CGL-1565 A CW (7/01)	Fungus Exclusion #22
CGL-1570 A CW (8/02)	Damage to Property Exclusion, etc. #23
CGL-1571 A CW (8/02)	Revised Personal Injury and Advertising Injury Exclusion #24
CGL-1220 A CW (7/98)	<b>Insured's</b> Duties In The. Event of Occurrence, Claim or Suit #25
CGL-1221 A CW (8/98)	<b>Important</b> Notice Service of Suit Clause #26
CGL-1581-A (12/02)	Certified Acts of Terrorism and Other Acts of Terrorism Exclusion #27
CGL-1645 A CW (7/98)	Additional Insured - Premises/Ongoing Operations #28
CGL-1499 A CW (7/98)	Amendment to Coverage #29



ZURICH

**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#2

**Named Insured: Corrections Corporation of America**

**Broad Form Named Insured & Listing**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

It is agreed the policy Declarations page is amended as respects "Named Insured" to include:

a. Any subsidiary corporations ( including subsidiaries of them as well) which is owned by you or any partnership which you are engaged in at the inception of this policy, provided you declared them to us prior to the inception of this policy. A corporation will be deemed to be a subsidiary if at least 50.1% of the voting stock is owned by its parent corporation.

b. The following:

- Corrections Corporation of America
- TransCor America, LLC
- Technical and Business Institute of America

Countersigned

  
 \_\_\_\_\_  
 Authorized Representative



**Steadfast Insurance Company**

POLICY NO. SCO 3770423-02	EFF. DATE OF POL. 4/1/2003	EXP. DATE OF POL. 4/1/2004	EFF. DATE OF ENDT. 4/1/2003	PRODUCER 18309	DATE PREPARED 4/23/2003	ENDORSEMENT #3
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Named Insured: Corrections Corporation of America

**Schedule of Operations**

Description of Hazards	Code Number	Premium Basis	Rate	Advance Premium
Operation of Detention Centers	N/A	(o) 61,598	\$35.793	\$2,204,766
Certified Terrorism Surcharge				N/A
<b>TOTAL ADVANCE PREMIUM (Minimum &amp; Deposit)</b>				<b>\$2,204,766</b>
<b>MINIMUM ANNUAL PREMIUM</b>				<b>\$2,204,766</b>
<b>MINIMUM EARNED PREMIUM</b> (Minimum Earned Premium is 25% of Advance Premium)				<b>\$ 551,192</b>

Premium Basis Guide

s- Per \$1000 of Gross Sales  
p-Per \$1,000 Payroll

c-Per \$1,000 Total Cost  
o-Per bed

Definitions

Gross Sales - means Gross Sales of the Insured less intercompany sales and any sales from those operations specifically excluded by endorsement to this policy.

Payroll - means total Payroll of the Insured less overtime premium payroll and any payroll for those operations specially excluded by endorsement to this policy.

Total Cost -  
Other -

Countersigned \_\_\_\_\_  
Authorized Representative *James Jordan Foster*



**adfast Insurance Company**

POLICY NO. 03770423-02	EFF. DATE OF POL 4/1/2003	EXP. DATE OF POL 4/1/2004	EFF. DATE OF ENDT. 4/1/2003	PRODUCER 18309	DATE PREPARED 4/23/2003	ENDORSEMENT #4
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Named Insured: Corrections Corporation of America

**Self Insured Retention Endorsement (Defense Costs Included)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

**SCHEDULE**

**SELF INSURED RETENTION AMOUNTS**

**\$1,250,000 Per occurrence**

**\$ N/A Per Claim**

**AGGREGATE \$ N/A**

**PERIODIC REPORTING REQUIREMENT - Quarterly**

**LEVEL OF NOTIFICATION OF POTENTIAL PENETRATION - 30% OF SELF INSURED RETENTION**

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 issuing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

The insurance provided by this policy is subject to the following additional provisions, which in the event of conflict with any other provisions elsewhere in the policy, shall control the application of the insurance to which this endorsement applies:

**Self Insured Retention and Defense Costs - Retention Obligations**

A. The "self insured retention" amounts stated in the Schedule of this endorsement apply as follows:

1. If a Per Occurrence "self insured retention" amount is shown in the Schedule of this endorsement, it is a condition precedent to our liability that you make actual payment of all damages and "defense costs" for each "occurrence" or offense, until you have paid "self insured retention" amounts and "defense costs" equal to the Per Occurrence amount shown in the Schedule, subject to the provisions of A. 3. below, if applicable. Payments by others, including but not limited to additional insureds or

Authorized Representative

*Janet Jordan Foster*  
Authorized Representative

insurers, do not serve to satisfy the “self insured retention.” Satisfaction of the “self insured retention” as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Per Occurrence amount is the most you will pay for “self insured retention” amounts and “defense costs” arising out of any one “occurrence” or offense, regardless of the number of persons or organizations making claims or bringing suits because of the “occurrence” or offense.

2. If a Per Claim “self insured retention” amount is shown in the Schedule of this endorsement, it is a condition precedent to our liability that you make actual payment of all damages and “defense costs” for each claim until you have paid “self insured retention” amounts and “defense costs” equal to the Per Claim amount shown in the Schedule, subject to the provisions of A. 3. below, if applicable. Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the “self insured retention.” Satisfaction of the “self insured retention” as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Per Claim amount is the most you will pay for “self insured retention” amounts and “defense costs” sustained by any one person or organization as a result of any one “occurrence” or offense.

3. If an Aggregate “self insured retention” amount is shown in the Schedule of this endorsement, the Aggregate amount is the most you will pay for all “self insured retention” amounts and “defense costs” incurred under this policy. This amount applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of this policy.

If no entry appears in the Schedule of this endorsement as Aggregate, then your obligation for payment of “self insured retention” amounts and “defense costs” applies in accordance with the Per Occurrence or Per Claim “self insured retention” provisions, as applicable.

4. Except for any “defense costs” that we may elect to pay, you shall pay all such “defense costs” as they are incurred until you have paid “defense costs” and damages for “bodily injury,” “property damage,” “personal injury,” “advertising injury,” medical payments or any other such coverages which may be included in the

policy, equal to the applicable “self insured retention” amount. If any final judgment or settlement and “defense costs” is less than the “self insured retention” amount stated above, we shall have no obligation to reimburse you or pay “defense costs” under this policy.

## **B. Settlement of Claim**

You may not settle any claim or suit which exceeds any “self insured retention” amount indicated in the Schedule of this endorsement without our written permission to do so. If you fail to obtain such written permission, we shall have no obligation to provide coverage for that claim or suit under this policy.

## **C. Authorized Claim Service Provider**

1. You shall employ a claim service provider acceptable to us for the purpose of providing claim services for settlement of losses within the “self insured retention” amounts. You shall pay all fees, charges and costs of the claim service provider in addition to the “self insured retention” amounts, without any reimbursement from us.
2. In the event of cancellation, expiration or revision of the claims service contract between you and the claim service provider, you shall notify us within (10) days of such change and shall replace the claim service provider with another claim service provider that is acceptable to us.

## **D. Notification of Potential Penetration**

1. You or the authorized claim service provider must notify us promptly of an “occurrence” or offense which may result in a claim under this policy. Notice must include:
  - a. How, when and where the “occurrence” or offense took place;
  - b. The names and addresses of any injured persons and witnesses; and
  - c. The nature and location of any injury or damage arising out of the “occurrence” or offense.
2. You or the authorized claim service provider must notify us promptly, per D. 1. above, in the event of any “occurrence” or offense, without regard to liability, which results in any of the following injuries:
  - a. Death,
  - b. Brain damage;
  - c. Paraplegic or quadriplegic impairment;

- . Amputation or serious functional impairment of any major limb;
- Severe burns involving more than 25% of the body or causing serious disfigurement;
- sensory impairment (sight, hearing, taste or smell);
- . Severe internal body organ damage or loss;
- . Multiple fractures involving more than one body part;
- Permanent and total disability;
- Sexual abuse or molestation; or
- . Significant psychological / neurological involvement.

You or the authorized claim service provider must notify us promptly of any:

- . potential exposure which equals or exceeds the level of notification of potential penetration of the “self insured retention” amount shown in the Schedule of this endorsement for Per Occurrence or Per Claim, whichever applies;
- loss reserve established which equals or exceeds the level of notification of potential penetration of the “self insured retention” amount shown in the Schedule of this endorsement for Per Occurrence or Per Claim, whichever applies;
- . potential judgment, if the claim prevails, without regard to liability, which equals or exceeds the level of notification of potential penetration of the “self insured retention” amount shown in the Schedule of this endorsement for Per Occurrence or Per Claim, whichever applies; or
- suit, in the event a suit is filed, and we shall have the right to appoint defense counsel, even if the amount claimed in the suit is unspecified or less than the “self insured retention” amount shown in the Schedule of this endorsement for Per Occurrence or Per Claim, whichever applies.

#### Reporting - Self Insured Retention

You must report on claims or suits per the

following:

You or the authorized claim service provider must monitor the cumulative “self insured retention” incurred amounts and “defense costs” sustained during the policy period and report those total amounts to us in accordance with the frequency of report indicated in the Periodic Reporting Requirement of the Schedule of this endorsement. However, if the total of all incurred losses and “defense costs” should at any time during the policy period attain a total amount equal to 75% of the Aggregate Self Insured Retention amount, you are required in that event to make an immediate report to us as to total incurred losses and “defense costs” sustained at that time.

The Periodic Report that you send to us must be in a format that is acceptable to us, and include an accounting of all individual losses and “defense costs” incurred as of the date of the Report.

2. Within forty-five (45) days after the end of the policy term, you must give us a listing of all existing claims or suits within the Self Insured Retention Amounts. At a minimum, such listing will include the following for each claim or suit:

- i. a description of each claim or suit;
- ii. the date of the “occurrence” or offense;
- iii. the amounts paid and reserved for future payments for loss and “defense costs”; and
- iv. the current status of the claim or suit.

3. Quarterly thereafter, you are required to give us an updated listing of the status of all claims or suits, both paid and reserved, until all claims or suits for the reporting period are closed or settled.

4. Compliance with the reporting requirements set forth in this endorsement is a condition precedent to coverage. You acknowledge that in the event of non-compliance, we shall not be required to establish prejudice resulting from the non-compliance, but shall be automatically relieved of liability with respect to the claim.

#### F. Representations

By acceptance of this policy you agree that you will not procure insurance for all or any part of the “self insured retention” amounts shown in the Schedule of this endorsement. If such insurance is procured, there will be no coverage under this policy.

#### II. Self Insured Retention and Defense Costs - Our Rights and Obligations

- A. In no event shall this policy be obligated to satisfy your obligations for the payment of “self insured retention” amounts or “defense costs.”
- B. We shall be liable only for the amount of damages and “defense costs” in excess of the “self insured retention” amounts as applicable, shown in the Schedule above, up to the applicable Limits of Insurance shown in the Declarations of this policy.

**C. Settlement of Claims**

- 1. We shall have, at our option, the right to negotiate the settlement of any claim we deem expedient both within and in excess of the applicable “self insured retention” amount, but we shall obtain your consent prior to entering into any settlement of any claim which is equal to or less than the “self insured retention” amount. If, however, you shall refuse to consent to any settlement recommended by us within the “self insured retention” amount and shall elect to contest the claim or continue with any legal proceedings in connection with such claim, our liability for that claim shall not exceed the amount determined by subtracting the “self insured retention” amount from the amount for which the claim could have been settled, including “defense costs” incurred with our consent to the date of such refusal. And we shall have no liability with respect to such claim if that difference is zero or negative.
- 2. With respect to any claim under this insurance which has been tendered to us and which may exceed the “self insured retention” amount shown in the Schedule of this endorsement for Per Occurrence or Per Claim, whichever applies, we may pay any or all of the “self insured retention” amount and “defense costs” on your behalf to defend or to effect settlement of such claim. Such amount paid by us shall be reimbursed promptly by you.

Regardless of whether the damages for “bodily injury”, “property damage”, “personal injury”, “advertising injury” medical payments or any other such coverages or “defense costs” for which coverage is provided under this policy appear likely to exceed the “self insured retention” amounts stated above, we shall have the right, but not the duty, to defend any claim seeking damages for

which coverage would be provided under this policy regardless of the “self insured retention” amount. In the event we incur any “defense costs” in the exercise of our right to defend any claim, you shall not be liable to reimburse us for those “defense costs”.

**III. Midterm Cancellation**

In the event of a midterm cancellation of this policy, the “self insured retention” amount shown in the Schedule of this endorsement as Aggregate is not subject to any pro rata reduction. Such Aggregate amount will apply as if the policy term had not been shortened.

**IV. Definitions**

A. “Self insured retention” means:

the amount or amounts which you or any insured must pay for all compensatory damages which you or any insured shall become legally obligated to pay because of “bodily injury”, “property damage”, “advertising injury”, “personal injury”, medical payments or any other such coverage included in the policy, sustained by one or more persons or organizations.

B. “Defense costs” means:

expenses directly allocable to specific claims and shall include but not be limited to all Supplementary payments as defined under the policy(ies); all court costs, fees and expenses; costs for all attorneys, witnesses, experts, depositions, reported or recorded statements, summonses, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution; interest; investigative services, medical examinations, autopsies, medical costs containment; declaratory judgment, subrogation and any other fees, costs or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under the policy(ies).

**Leadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#5

**Named Insured: Corrections Corporation of America**

**Employee Benefits Liability Coverage (Defense Costs Inside Limits)  
Shared Aggregate - Claims Made**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

<b>SCHEDULE</b>	
<p><b>Limits of Insurance:</b> \$5,000,000 each "negligent act" \$5,000,000 Aggregate</p> <p><b>Retroactive Date:</b> 4/1/1997</p>	<p style="text-align: center;"><b>Self-Insured Retention/Deductible</b> \$1,250,000 each "negligent act"</p>

**A. Coverage:**

We will pay those sums the "insured" becomes legally obligated to pay because of damages because of a "negligent act" in the "administration" of "your employee benefits program." No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under "covered expenses" of the Commercial General Liability Coverage Form to which this endorsement is attached.

**B. Self-Insured Retention/Deductible:**

This insurance applies only to damages over the per "negligent act" amount shown above. We will only pay that part of the damages which exceed the Self-Insured Retention/Deductible up to the LIMITS OF INSURANCE.

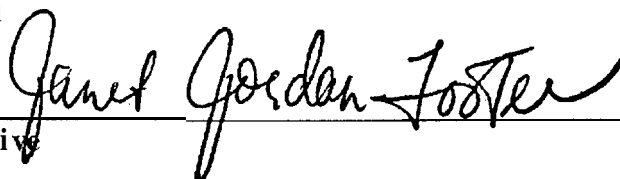
**C. Policy Territory and Period:**

This insurance applies to "negligent acts" committed by an "insured" only if:

- (1) The "negligent acts" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "negligent acts" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the "policy period"; and

Countersigned

Authorized Representative





- (3) A claim for “damages” because of the “negligent acts” is first made against any insured during the “policy period” or the “Extended Reporting Period we provide under Section VI - Extended Reporting Periods.

**D. Definitions:**

1. “Administration” means the performance of the following ministerial functions for “your employee benefits program”:
  - a. Advising “employees” eligible to participate in “your employee benefits program” of their rights and options
  - b. Handling of records in connection with “your employee benefits program”;
  - c. Enrolling, terminating, or canceling of “employees” in “your employee benefits program”;
  - d. Collecting contributions and applying them as called for under the rules of “your employee benefits program”;
  - e. Processing claims in connection with “your employee benefits program”; or
  - f. Preparation of communications to inform “employees” about their benefits.
2. “Employee” means your officers or any persons employed and compensated by you; whether actively employed or retired.
3. “Insured” means the named insured, any partner, executive officer, director, stockholder or “employee” authorized to perform the “administration” of “your employee benefits program.”
4. “Negligent act” means any negligent act, error or omission in the “administration” of “your employee benefits program”.
5. “Your employee benefits program” means group life insurance, group accident and health insurance, profit sharing plans, pension plans, “employee” stock subscription plans, worker’s compensation, unemployment insurance, social disability insurance or similar plans or programs.

**E. Limits of Insurance:**

The Limits of Insurance stated in the Schedule:

1. for each “negligent act” is the maximum we will pay regardless of the number of:
  - a. “insureds”;
  - b. “negligent acts”;
  - c. claims made or suits brought;
  - d. persons or organizations making claims or bringing suits; or
  - e. plans included in “your employee benefits program”.
2. as Aggregate is subject to the above rule for each “negligent act” and is included within and not in addition to the Aggregate Limit as described in SECTION III Limits of Insurance in the Commercial General Liability Coverage Form which this endorsement is attached.

**F. Condition:**

CONDITION 2. of SECTION IV. of the Commercial General Liability Form is replaced with the following:

2. Duties in the Event of a “Negligent Act,” Claim or Suit
  - a. You must see to it that we are notified as soon as practicable of an alleged “negligent act” which may give rise to a claim or suit. Notice should include as many details as possible.
  - b. If a claim is received by any “insured” you must:
    - (1) immediately record the specifics of the claim and the date received; and
    - (2) notify us as soon as practicable.
  - c. You and any other involved “insured” must:
    - (1) immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

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claim or suit;

- (2) authorize us to obtain records and other information;
- (3) cooperate with us in the investigation, settlement, or defense of the claim or 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. No "insured" will, except at their **own** cost, voluntarily make a **payment**, assume any obligation, or incur any expense, **without our** consent.

#### G. Exclusions

This insurance does not apply to:

1. "bodily injury", "personal injury" or "**property** damage;"
2. injury or damage **either** expected or intended from **your** standpoint.
3. claims for injury or damage arising out of:
  - a. any dishonest, fraudulent, criminal or malicious act, or omission, done by or at **your** direction;
  - b. **an insurer's** or **other** provider's failure to perform its contract;
  - c. failure of any plan to meet its obligations due to insufficient funds;
  - d. failure of any investment to perform as represented by any "insured;"
  - e. advice given by **an** "insured" to participate in any plan included **in** "you employee benefits program";
  - f. **your** failure to meet the requirements of any law concerning worker's compensation, unemployment **insurance**, social security, disability benefits or similar laws; or
  - g. any "insured's" liability as a fiduciary under:
    - (1) **the** Employee Retirement Income Security Act of 1974 (PL 93-406) and its amendments; or
    - (2) the **Internal** Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments.



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#6

**Named Insured: Corrections Corporation of America**

**Additional Self Insured Retention Amendment**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

The Self Insured Retention Endorsement, form number STF-CGL 1201 C CW (4/01), endorsement number 4 of this policy is amended as follows:

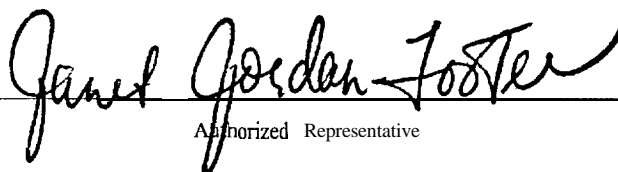
1. A Self Insured Retention amount of \$2,000,000 per occurrence will apply as respects any claim asserting or purporting class action status whether or not the class is eventually certified. The determination of class action status will be made at our sole discretion. Further, this Self Insured Retention amount shall apply regardless of the Self Insured Retention amounts as shown in Endorsement #5 (Self Insured Retention Endorsement).

**I understand and agree with this endorsement:**

\_\_\_\_\_ **For Corrections Corporation of America**

\_\_\_\_\_ **Title**

Countersigned

  
 \_\_\_\_\_  
 Authorized Representative



**Leadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#7

**Named Insured: Corrections Corporation of America**

**Designated Location(s) Coverage**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement **modifies** insurance provided under the:

**Commercial General Liability Coverage Part**

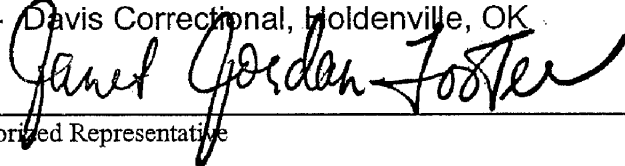
This policy applies to ‘bodily **injury**’, ‘property damage’, ‘personal **injury**’ or ‘advertising **injury**’ arising out of ‘your work’ or operations as respects the Location(s) shown in the Schedule. This policy does not apply to any other Location(s) not shown in the Schedule.

**SCHEDULE**

Designated Location(s):

- Bartlett State Jail, Bartlett, TX
- Bay Correctional Facility, Panama City, FL
- Bay County, Panama City, FL
- Bent County Correctional, Las Animas, CO
- Bridgeport Pre-Parole, Bridgeport, TX
- California City, California City, CA
- Central Arizona Detention, Florence, AZ
- Cibola County, Cibola, NM
- Cimarron, Cushing, OK
- Citrus County Detention, Lecanto, FL
- Coffee County, Nicholls, GA
- Corporate Headquarters, Nashville, TN
- Correctional Treatment Facility, Washington, DC
- Crossroads, Shelby, MT
- David L. Moss, Tulsa, OK
- Davis Correctional, Holdenville, OK

**Countersigned**

  
 \_\_\_\_\_  
 Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#7 (cont'd.)

**Named Insured: Corrections Corporation of America**

Designated Location(s)	Coverage
------------------------	----------

- Delta Correctional, Greenwood, MS
- Diamondback, Watonga, OK
- Eden Detention Center, Eden, TX
- Elizabeth Detention Center, Elizabeth, NJ
- Eloy Detention Center, Eloy, AZ
- Florence Correctional, Florence, AZ
- Gadsden Correction, Quincy, FL
- Guayama Correctional, Guayama, PR
- Hardeman County Correctional Whiteville, TN
- Hermando County, Brooksville, FL
- Houston Processing, Houston, TX
- Huerfano County Correction, Walsenburg, CO
- Idaho State, Kuna, ID
- Kit Carson, Burlington, CO
- Lake City Correctional Facility, Lake City, FL
- Laredo Processing, Laredo, TX
- Lawrenceville Correctional, Lawrenceville, VA
- Leavenworth Detention, Leavenworth, KS
- Lee Adjustment, Beattyville, KY
- Liberty County Jail, Liberty, TX
- Marion Adjustment, St. Mary, KY
- Marion County Jail, Indianapolis, IN
- Mcrae, Mcrae, GA
- Metro-Davidson County Detention, Nashville, TN
- Mineral Wells Pre-Parole, Mineral Wells, TX
- New Mexico Womens, Grants, NM
- North East Ohio Correctional, Youngstown, OH
- North Fork Correction, Sayre, OK
- Okeechobee Juvenile, Okeechobee, FL
- Otter Creek, Wheelwright, KY
- Ponce Adult, Ponce, PR
- Ponce Young Adult, Ponce, PR

**Countersigned**

Authorized Representative



## Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#7 cont't.

Named Insured: Corrections Corporation of America

Designated Location(s) Coverage

- Prairie Correctional Facility, Appleton, MN
- San Diego Federal/City, San Diego, CA
- Sanders Estes, Venus, TX
- Shelby Training Center, Memphis, TN
- Silverdale, Chattanooga, TN
- South Central Correctional, Clifton, TN
- Southern NV Womens Facility, Las Vegas, NV
- Stewart County, GA
- SW Indiana, Vincennes, IN
- T. Don Hutto Correctional, Taylor, TX
- Tall Tree, Memphis TN
- Tallahatchie, Tutwiler, MS
- Torrance County Detention, Estancia, NM
- Transcor, Nashville, TN
- Webb County, Laredo, TX
- West Tennessee Detention, Mason, TN
- Wheeler County, Alamo, GA
- Whiteville, Whiteville, TN
- Wilkinson Co. Prison, Woodville, MS
- Winn Parish Correctional, Winnfield, LA

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#8

**Named Insured:** Corrections Corporation of America

**Deletion of Medical Payments Coverage**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SECTION I, COVERAGE C. MEDICAL PAYMENTS** is deleted from this policy.

Countersigned

  
Authorized Representative



Steadfast Insurance Company

Table with 7 columns: POLICY NO., EFF. DATE OF POL, EXP. DATE OF POL, EFF. DATE OF ENDT., PRODUCER, DATE PREPARED, ENDORSEMENT

Named Insured: Corrections Corporation of America

Designated Location(s) - General Aggregate Limit
Policy Aggregate Limit - Defense Costs Inside Limits

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SCHEDULE

Designated Location(s):

(See Endorsement #7)

Policy Aggregate Limit: \$20,000,000

Coverage C. Medical Payments is deleted from this policy

- A. For all sums which the insured becomes legally obligated to pay as "damages" and "covered expenses" caused by "occurrences" under COVERAGE A. (SECTION I) and for all medical expenses caused by accidents under COVERAGE C. (SECTION I), which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all "damages" and "covered expenses" under COVERAGE A, except "damages" and "covered expenses" because of "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under COVERAGE C regardless of the number of:
a. Insureds;
b. Claims made or "suits" brought; or
c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE A. for "damages" and "covered expenses" or under COVERAGE C. for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such pay-

Countersigned

Handwritten signature: Janet Jordan Foster

Authorized Representative



ments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense **continue** to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as "damages" and "covered expenses" caused by "occurrences" under COVERAGE A. (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under COVERAGE A for "damages" and "covered expenses" or under COVERAGE C for medical expense shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. However, the most we will pay for the sum of all aggregates for this policy will not exceed the Policy Aggregate limit shown in the Schedule above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for "damages" and "covered expenses" because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following **definition**:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- F. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.



Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#10

Named Insured: Corrections Corporation of America

Amendment to Coverage

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part:**

**AMENDMENT - PERSONAL INJURY**

It is agreed that Section V. - Definitions - Personal Injury - is deleted in its entirety and replaced with the following definition:

"Personal Injury" means false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, libel, slander, defamation of character, discrimination, mental anguish, mental injury, humiliation, and any other injury to the feelings or reputation of a natural person, violation of the federal or state constitution, statutes or regulations, included but not limited to, suits brought pursuant to 42 USC S 1983 and 1988. However, no act shall be deemed to be or result in "personal injury" unless committed in the regular course of duty by the insured. Also, no act shall be deemed to be or result in "personal injury" arising out of Employment Related Practices exclusion in the coverage part.

All other terms and conditions of this policy remain unchanged.

Countersigned

*James Jordan Foster*  
Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#11

**Named Insured:** Corrections Corporation of America

**Notice of Cancellation**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part  
Products-Completed Operations Liability Coverage Part**

**SCHEDULE**

**Number of Days Notice:** 90 days

For any reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in Section IV Conditions, paragraph 1 1,b.,(2), is increased to the number of days shown in the Schedule above.

**Countersigned** *James Jordan Foster*  
Authorized Representative



**Steadfast Insurance Company**

POLICYNO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#12

**Named Insured: Corrections Corporation of America**

**Additional Insured - Person or Organization (Blanket)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name of Person or Organization: (On file with the Company)

Who Is An Insured (Section IQ is amended to include as an insured the person or organization shown in the Schedule: (a) only with respect to liability arising out of your operations when you are required by a specific written contract to add such person or organization as an additional insured on your policy; and (b) premises owned by or rented to you.

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#13

Named Insured: Corrections Corporation of America

**Designated Entities Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT. CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

This policy does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the activities or operations of any entity shown in the Schedule.

**SCHEDULE**

Designated Entity@): Prison Management Services, Inc.  
Juvenile and Jail Facility Management Services, Inc.

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#14

**Named Insured:** Corrections Corporation of America

**Unintentional E & O**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part  
Products-Completed Operations Liability Coverage Part**

The following is added to Sections IV Conditions, paragraph 8 Representations and Warranties:

Coverage will continue to apply if you:

1. unintentionally fail to disclose all hazards existing at the inception of this policy, or
2. unintentionally make an error, omission, or improper description of premises or statement of information stated in this policy.

You must **notify** us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

Countersigned

  
Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#15

**Named Insured: Corrections Corporation of America**

**Total Pollution Exclusion - Hostile Fire Exception**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

**Section I. Coverage A. exclusion f.** is deleted and replaced by the following:

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

This exclusion shall not, however, apply to heat, smoke or fumes from a hostile fire, provided that the hostile fire does not arise or occur:

- (a) at any premises, site or location which was at any time used for the handling, storage, disposal, processing or treatment of waste; or
- (b) in connection with waste or materials that were at any time treated, stored, disposed of, transported or processed as waste.

As used in this exclusion:

Pollutants means 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, reconditioned or reclaimed.

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:
  - (a) 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
  - (b) Claim or suit 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.

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#16

Named Insured: Corrections Corporation of America

**AIDS EXCLUSION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

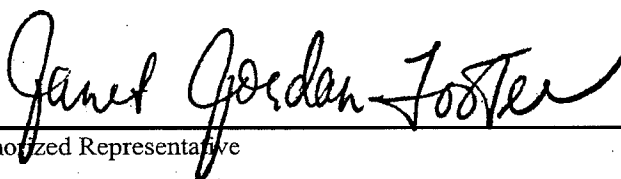
**Commercial General Liability Coverage Part:**

It is hereby understood and agreed that the Company shall have no liability under this Policy for any claim made against the Named Insured which arises, directly or indirectly, from or in connection with, the communication, contraction, infection or transmission of:

- (a) any medical condition, sickness, injury or disease, including any mental or neurological condition, known as Acquired Immune Deficiency Syndrome (referred to in this exclusion as "Aids");
- (b) any virus known as the Aids virus, or any virus determined to a reasonable degree of medical certainty to cause, or contribute to, Aids;
- (c) any medical condition, sickness, injury or disease, including any mental or neurological condition, associated with, caused by or resulting from (in whole or in part), exacerbated by or attributable to Aids; or
- (d) any medical condition, sickness, injury or disease, including any mental or neurological condition, caused, or contributed to (i) by any degree of failure of the immunological system of the victim thereof to resist such condition, sickness, injury or disease; or (ii) by any degree of increased susceptibility of the victim thereof to such condition, sickness, injury or disease due to his or her suffering from Aids or carrying the Aids or similar virus.

We have no duty to defend you against any claim arises from or in connection with any of the foregoing.

Countersigned

  
Authorized Representative





ZURICH

**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#17

**Named Insured:** Corrections Corporation of America

**Cross Liability Suits Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement **modifies** insurance provided under the:

**Commercial General Liability Coverage Part**

**This policy does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” sustained by any named insured, whether or not such injury or damage arises out of the activities or operations of any other named insured.**

**Countersigned**

*Janet Jordan Foster*  
 \_\_\_\_\_  
 Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#18

Named Insured: Corrections Corporation of America

**Professional Services Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

This insurance does not apply to "bodily injury," "property damage," "personal injury", "advertising injury" or medical expense due to the rendering or failure to render any professional service.

1

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#19

**Named Insured: Corrections Corporation of America**

**Non-Duplication of Limits**

**Commercial General Liability Coverage Part  
Products-Completed Operations Liability Coverage Part**

It is agreed that if any "occurrence" is covered by both this policy and any other insurance issued by the Company including any prior policies issued by us to the insured, our total limit of liability for all of these policies combined shall not exceed the each occurrence limit of liability as shown in the Limits of Insurance section of the Declarations page of this policy.

**Countersigned**

*Janet Jordan Foster*  
Authorized Representative



ZURICH

**Leadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#20

**Named Insured: Corrections Corporation of America**

**Continuing Claim Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Products-Completed Operations Liability Coverage Part**

This policy does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any claim against the insured which is alleged to be continuing in nature if the damage or any of it was known prior to the effective date of this policy. This exclusion will apply whether or not the cause of the damage was known prior to the effective date of this policy. In no event will this policy apply to any lawsuit against the insured if the filing date of the original complaint was prior to the effective date of this policy, whether or not the insured was a party, and whether or not the insured was served with process prior to the effective date of this policy.

Claim, as used in this endorsement, means any demand for money, services or any suit.

'Countersigned

Authorized Representative





, Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#21

Named Insured: Corrections Corporation of America

Lead Exclusion

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**  
**Products-Completed Operations Liability Coverage Part**

This policy does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of lead or any materials, goods or products containing lead.

Countersigned

  
Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#22

**Named Insured:** Corrections Corporation of America

**Fungus Exclusion**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part  
Products-Completed Operations Liability Coverage Part**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by:

1. Any "fungus(es)" or "spore(s)", or
2. Any substance, vapor or gas produced by or arising out of any "fungus(es)" or "spore(s)", or
3. Any material, product, building component, building or structure that contains, harbors, nurtures or acts as a medium for any "fungus(es)" or "spore(s)"

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement, the following definitions are added:

"Fungus(es)" includes, but is not limited to, any form or type of mold, mushroom or mildew.

"Spore(s)" means any reproductive body produced by or arising out of any "fungus(es)".

Countersigned

Authorized Representative

**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#23

Named Insured: Corrections Corporation of America

**Damage to Property Exclusion and Property Damage Definition Amendment**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part  
Products – Completed Operations Liability Coverage Part**

1. Section I – Coverage A, Exclusion - Damage to Property is deleted and replaced as follows:

Damage to Property

“Property damage” to:

- (1) Property that the insured owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises the insured sells, gives away, abandons, or ceases to have operational control over, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to the insured;
- (4) 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 such property.

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.

Countersigned \_\_\_\_\_

*Janet Jordan Foster*  
Authorized Representative

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Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

2. Section V – Definitions - “Property Damage” is deleted and replaced as follows:

**“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 shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment,





Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	412312003	#24

Named Insured: Corrections Corporation of America

Revised Personal Injury and Advertising Injury Exclusion

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- 1. Coverage B. Personal Injury and Advertising Injury Liability, 2. Exclusions is replaced as follows:

This insurance does not apply to:

- a. "Personal injury" or "advertising injury":

- (1) False Publications

Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

- (2) Publications Prior to Policy Period

Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

- (3) Violation of Penal Statutes or Ordinances

Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

- (4) Liability Assumed by Contract

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;

- (5) Pollution

- (a) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (b) Any loss, cost or expense arising out of any:

Countersigned

Janet Jordan Foster
Authorized Representative

- 
- (i) 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
  - (ii) 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.

Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

(6) Asbestos

Any obligation of ours:

- (a) To investigate, settle or defend any claim or “suit” against any insured alleging actual or threatened injury or damages of any nature or kind, including loss of use to persons or property, which arises out of or would not have occurred but for:
  - (i) Exposure to asbestos; .or
  - (ii) Manifestation of any disease relating to the exposure to asbestos during the policy period or at any time prior to the policy period;
- (b) To pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
  - (i) Arises out of any such claims or “suit”; or
  - (ii) Arises due to compliance with any action authorized by law relating to such injury or damage.

(7) Employment Related Practices

To a person arising out of any:

- (a)
  - (i) Refusal to employ that person;
  - (ii) Termination of that person’s employment; or
  - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation! or discrimination directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of “personal injury” or “advertising injury” to that person at whom any of the employment-related practices described in paragraphs (i), (ii) or (iii) above is directed.

This exclusion applies:

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

(8) Breach of Contract

Breach of contract;

(9) Advertised Quality or Performance

The failure of goods, products or services to conform with advertised quality or performance;

(10) Wrong Price

The wrong description of the price of goods, products or services;

(11) Advertising, Broadcasting, Publishing or Telecasting Business

An offense committed by an insured whose business is:

- (a) advertising, broadcasting, publishing or telecasting; or
- (b) designing or determining content of websites for others; or
- (c) An Internet search, access, content, or service provider;

(For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not by itself, considered the business of advertising, broadcasting, publishing or telecasting).

(12) Intellectual Property Rights

Infringement or dilution of intellectual property rights including, without limitation, copyright, title, slogan, trademark, service mark, trade dress, service dress, trade name, patent or other intellectual property rights, whether direct, contributory or by inducement;

(13) Trade Secrets

The misappropriation, use or disclosure of trade secrets;

(14) Advertising Ideas

The misappropriation of advertising ideas or style of doing business;

(15) Electronic Chatrooms Or Bulletin Boards

Any offense arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

(16) Unauthorized Use of Another's Name or Product

Any offense arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any similar tactics to mislead another's potential customers.

2. Section V. Definitions, the following are replaced as follows:

“Advertising injury” means injury arising out of one or more of the following offenses:

- a. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- b. Oral or written publication, in any manner, of material that violates a person's right of privacy.

Such offenses must be committed in the course of advertising your goods or products during the “policy period.”

For the purpose of this definition, publication includes material placed on the Internet or on similar electronic means of communication.

“Coverage Territory” means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in (a) above; or
- c. All other parts of the world if:
  - (1) The injury or damage arises out of:
    - (a) Goods or products made or sold by you in the territory described in a. above; or
    - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
  - (2) “Personal injury” and “advertising injury” offenses that take place through the Internet or similar means of communication,provided the insured’s responsibility to pay “damages” is determined in a “suit” on the merits, in the territory described in a. above or in a settlement we agree to.

“Personal injury” means injury, other than “bodily injury,” arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Any of the following acts if done by or on behalf of an owner, landlord or lessor:
  - (1) Wrongful eviction from,
  - (2) Wrongful entry into, or
  - (3) Invasion of the right of private occupancy of a room, dwelling or premises that a person occupies;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services; or
- e. Oral or written publication, in any manner, of material that violates a person’s right of privacy.



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#25

**Named Insured: Corrections Corporation of America**

**Insured's Duties In The Event of Occurrence, Claim or Suit**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

It is understood and agreed that:

A. Paragraph a. of Section IV., Condition 2, is deleted and replaced by the following:

**2. Duties In The Event Of "Occurrence", Offense, Claim or Suit**

- a. In the event any insured under this policy learns or is put on notice of any "occurrence" or offense that might reasonably give rise to a claim or potential claim, alone or in combination with other claims or potential claims, or if a claim or "suit" is brought against any insured, written notice containing any available particulars sufficient to identify the insured, any injured parties and any available witnesses and the time, place and circumstances pertinent to the claim or "suit" shall be given to us within 15 days or as soon as is reasonably practicable thereafter.

B. The following paragraph is added to Section IV. Condition 2:

- e. All notices that you send us in accordance with Condition 2 shall be sent to the following address:  
Steadfast Insurance Company  
1400 American Lane  
Schaumburg, IL., 60196

**Countersigned**

*Janet Jordan Foster*  
 \_\_\_\_\_  
 Authorized Representative



# Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#26

**Named Insured: Corrections Corporation of America**

### Important Notice Service of Suit Clause

In the event of our failure to pay any amount to be due under this policy, -at your request, we will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our right to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or any state in the United States. It is agreed that service of process in such suit may be made upon our General Counsel, Law Department, Steadfast Insurance Company, 1400 American Lane, Schaumburg, Illinois 60196-1056, or his or her representative, and we will abide by the final decision of such court or of any appellate court in the event of an appeal of any suit initiated against us under this policy.

If any statute of any state, territory or district of the United States requires service of process be made upon an officer of the state, we designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for this purpose in the statute, as our true and lawful attorney whom may be served any lawful process instituted by you or on your behalf, or any beneficiary, arising out of this policy. We designate our General Counsel as the person to whom the officer is authorized to mail such process.

### In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, we agree to provide insurance as stated in this policy. This policy shall not be valid unless countersigned by our duly authorized representative.

In Witness Whereof, we have executed this policy, and, where required, have had it countersigned by our duly authorized representative.

**President  
Steadfast Insurance Company**

**Corporate Secretary  
Steadfast Insurance Company**

Countersigned

\_\_\_\_\_  
 Authorized Representative



## Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	4/23/2003	#27

Named Insured: Corrections Corporation of America

### Certified Acts Of Terrorism And Other Acts Of Terrorism Exclusion

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

A. The following exclusion is added to paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal Injury and Advertising Injury Liability:

#### 2. Exclusions

This insurance does not apply to:

##### **Terrorism**

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising, directly or indirectly, out of a "certified act of terrorism" or "other act of terrorism", including any action taken in hindering or defending against an actual or expected "certified act of terrorism" or "other act of terrorism". This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

However, with respect to an "other act of terrorism" this exclusion only applies if one or more of the following are attributable to such act:

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage-that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - (a) Physical injury that involves a substantial risk of death; or
  - (b) Protracted and obvious physical disfigurement; or
  - (c) Protracted loss or impairment of the function of a bodily member or organ; or
- (3) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

(5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following definitions are added to **Section V. Definitions:**

“Certified act of terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the **United** States to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. Section 102 of the Terrorism Risk Insurance Act of 2002 sets forth the criteria and process that the Secretary of the Treasury shall use to determine whether to certify an act of terrorism.

“Other act of terrorism” means a violent act or an act that is dangerous to human life, property or **infrastructure** that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to **influence** the policy or affect the **conduct** of any government by coercion, but that is not a “certified act of terrorism”. However, “other act of terrorism” does not include an act which meets the criteria set forth in the definition of “certified act of terrorism” when such act resulted in aggregate losses of \$5 million or less. Multiple “other acts of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one “other act of terrorism”.



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	8/20/2003	#28

**Named Insured: Corrections Corporation of America****Additional Insured - Premises/Ongoing Operations**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the :

**Commercial General Liability Coverage Part**

Who is **an Insured (Section II)** is amended to include as an insured any person or organization for whom you are performing operations when you are required by a specific written contract to add such person or organization as an **additional** insured on your policy.

But **such** person or organization is an additional insured **only**:

- a. with respect to liability and "damages" arising out of premises or ongoing operations;
- b. as a result of "your work" ; and
- c. based on a specific written contract with the additional insured.

The insurance **afforded** the additional insured does not apply to liability or "damages" ;

- a. arising out of the "products/completed operations **hazard**" ; or
- b. in the event of sole negligence of the additional insured.

The insurance provided by this endorsement is no broader than the insuring agreement of this policy and may not be the same terms as required by your contract.

Countersigned

  
Authorized Representative



# Steadfast Insurance Company

POLICYNO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	6/23/2003	18309	8/20/2003	#29

Named **Insured:** Corrections Corporation of America

**Amendment to Coverage**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

It is agreed that the following location is added to this policy:

20875 Hwy. 79  
Taylor, TX 76574

Exposure: 2,000 square feet

Countersigned

  
Authorized Representative



**Steadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	11/5/2003	#30

**Named Insured: Corrections Corporation of America**

This Endorsement deletes and replaces Endorsement #2.

**Broad Form Named Insured & Listing - Revision**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

It is agreed the policy Declarations page is amended as respects "Named Insured" to include:

- a. Any subsidiary corporations ( including subsidiaries of them as well) which is owned by you or any partnership which you are engaged in at the inception of this policy, provided you declared them to us prior to the inception of this policy. A corporation will be deemed to be a subsidiary if at least 50.1% of the voting stock is owned by its parent corporation.
- b. The following:

Corrections Corporation of America  
TransCor America, LLC  
Technical and Business Institute of America  
Tri County Extradition, Inc.  
Ronald Lee Suttles Tri County Extradition, Inc.

Countersigned

Authorized Representative



**Steadfast Insurance Company**

POLICYNO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	11/5/2003	#31

**Named Insured: Corrections Corporation of America**

This Endorsement deletes and replaces Endorsement #7.

**Revision - Designated Location(s) Coverage**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

This policy applies to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of “your work” or operations as respects the Location(s) shown in the Schedule. This policy does not apply to any other Location(s) not shown in the Schedule.

**SCHEDULE**

Designated Location(s):

- Bartlett State Jail, Bartlett, TX
- Bay Correctional Facility, Panama City, FL
- Bay County, Panama City, FL
- Bent County Correctional, Las Animas, CO
- Bridgeport Pre-Parole, Bridgeport, TX
- California City, California City, CA
- Central Arizona Detention, Florence, AZ
- Cibola County, Milan, NM
- Cimarron, Cushing, OK
- Citrus County Detention, Lecanto, FL
- Coffee County, Nichols, GA
- Corporate Headquarters, Nashville, TN
- Correctional Treatment Facility, Washington, DC
- Crossroads, Shelby, MT
- David L. Moss, Tulsa, OK
- Davis Correctional, Holdenville, OK

**Countersigned**

\_\_\_\_\_  
Authorized Representative



Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	11/5/2003	#31(cont'd.)

Named Insured: Corrections Corporation of America

Revision - Designated Location(s) Coverage

- Diamondback, Watonga, OK
- Eden Detention Center, Eden, TX
- Elizabeth Detention Center, Elizabeth, NJ
- Eloy Detention Center, Eloy, AZ
- Florence Correctional, Florence, AZ
- Gadsden Correction, Quincy, FL
- Hardeman County Correctional Whiteville, TN
- Hernando County, Brooksville, FL
- Houston Processing, Houston, TX
- Huerfano County Correction, Walsenburg, CO
- Idaho State, Kuna, ID
- Kit Carson, Burlington, CO
- Lake City Correctional Facility, Lake City, FL
- Laredo Processing, Laredo, TX
- Leavenworth Detention, Leavenworth, KS
- Lee Adjustment, Beattyville, KY
- Liberty County Jail, Liberty, TX
- Marion Adjustment, St. Mary, KY
- Marion County Jail, Indianapolis, IN
- Mcrae, Mcrae, GA
- Metro-Davidson County Detention, Nashville, TN
- Mineral Wells Pre-Parole, Mineral Wells, TX
- New Mexico Womens, Grants, NM
- North East Ohio Correctional, Youngstown, OH
- NorthFolk Correctional, Sayre, OK
- Otter Creek, Wheelwright, KY

Countersigned

Author & Representative



Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	11/5/2003	#3 1 (cont'd.)

Named Insured: Corrections Corporation of America

Revision ■ Designated Location(s) Coverage

- Prairie Correctional Facility, Appleton, MN
- San Diego Federal/City, San Diego, CA
- Sanders Estes, Venus, TX
- Shelby Training Center, Memphis, TN
- Silverdale, Chattanooga, TN
- South Central Correctional, Clifton, TN
- Southern NV Womens Facility, Las Vegas, NV
- Stewart County, GA
- T. Don Hutto Correctional, Taylor, TX
- Tall Tree, Memphis TN
- Tallahatchie, Tutwiler, MS
- Torrance County Detention, Estancia, NM
- Transcor, Nashville, TN
- Webb County, Laredo, TX
- West Tennessee Detention, Mason, TN
- Wheeler County, Alamo, GA
- Whiteville, Whiteville, TN
- Wilkinson Co. Prison, Woodville, MS
- Winn Parish Correctional, Winnfield, LA
- Sierra West Warehouse. Fresno. CA
- Tri-County Extradition, Banning, CA
- San Diego Jail, San Diego, CA
- Dwelling, Walsenburg, CO
- Crowley Correctional Facility, Olney Springs, CO
- Transcor Office, Cocoa, FL
- Bay County Annex, Panama City, FL
- House & Trailer, Wheel Wright, KY
- Transcor Office, Taylor, TX

Countersigned

*Janet Jordan Foster*

Author&d Representative



# Steadfast Insurance Company

POLICY NO.	EFF. DATE OF POL.	EXP. DATE OF POL.	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	11/5/2003	#32

**Named Insured: Corrections Corporation of America**

**Amendment to Coverage**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

It is agreed that the form number of Endorsement #9 on Page 2 of 2, is amended to read:

STF-CGL1407 F CW (7/98)

Countersigned

Authorized Representative



**Leadfast Insurance Company**

POLICY NO.	EFF. DATE OF POL	EXP. DATE OF POL	EFF. DATE OF ENDT.	PRODUCER	DATE PREPARED	ENDORSEMENT
SCO 3770423-02	4/1/2003	4/1/2004	4/1/2003	18309	12/17/2003	#33

**Named Insured: Corrections Corporation of America**

**Additional Insured - Person or Organization (Designated)  
Primary/Non-Contributory Insurance**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**SCHEDULE**

Name of Person or Organization: City of Lodi, its Elected and Appointed Boards, Commissions, Officers, Agents and Employees;  
 City of Redding, its officers, officials, employees, and volunteers;  
 City and County of San Francisco, its officers, agents and employees

Who Is An Insured ( Section II ) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work or premises owned by or rented to you.

Also, the insurance provided by this policy will be primary and non-contributory insurance, but only as respects a claim, loss or liability arising out of insured operations or work on behalf of you performed under an "insured contract" between you and the person or organization shown in the Schedule above, that requires you to maintain such primary and non-contributory insurance and to include them as an additional insured.

Countersigned Janet Jordan Foster  
 Authorized Representative