

**CERTIFICATE OF ERRORS AND OMISSIONS LIABILITY
INSURANCE FOR SPECIFIED PROFESSIONAL SERVICES
(CLAIMS MADE BASIS)**

THIS IS A "CLAIMS
MADE" CERTIFICATE
READ YOUR CERTIFICATE
CAREFULLY.

DECLARATIONS

Renewal of _____

Item 1. —Named Insured:

Item 2. —Mailing Address:

Item 3. —Certificate Period From: _____ To: _____
(12:01 A.M. Standard Time at the address of the Named Insured as indicated herein)

Item 4. —Named Insured's Professional Services:

Item 5. —Named Insured is: Individual Partnership Corporation

Item 6. —Limit of Liability and Deductible:

The liability of the Insurers for "each claim" which is first made during the Certificate period shall not exceed \$ _____

and, subject to that limit for each claim, the total of the Insurers' liability for all claims first made during the Certificate period shall not exceed in the "aggregate" \$ _____

The limit of liability afforded under the Certificate shall be subject to the deductible amount (set forth below) which shall be applicable to "each claim" and shall be inclusive of "costs, charges and expenses" \$ _____

Item 7. —Premium: \$ _____

Item 8. —Endorsements: Please see attached Table of Special Endorsements

Item 9. —Except to such extent as may be provided otherwise herein, this insurance is limited to liability for only those claims that are first made against the Insured during the Certificate period. Please see Insuring Agreements II, IV, V and VI and also please review the Certificate carefully and discuss the coverage hereunder with your insurance agent, broker or representative.

Item 10. —Service of Suit may be made upon: Please see Condition XII. Service of Suit Clause

Item 11. —SEVERAL LIABILITY NOTICE:

The Companies and Underwriters whose names and the percentages underwritten are shown below are referred to as the "Insurers". The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

INSURERS

% OF 100% LIABILITY

IMPORTANT NOTICE

The Limit of Liability available to pay judgements or settlements shall be reduced by the amounts incurred for loss adjustment expenses and legal defense and shall be inclusive of "costs, charges and expenses." Please further note that the amounts incurred for adjustment and defense shall be applied against the deductible (or retention amount). Please review this coverage with your insurance agent, broker or representative.

PROFESSIONAL UNDERWRITERS AGENCY INC.

SPECIMEN

Correspondent/Authorized Representative

**CERTIFICATE OF
ERRORS AND OMISSIONS LIABILITY INSURANCE
FOR SPECIFIED PROFESSIONAL SERVICES**

(Claims Made Basis)

THE INSURERS DESIGNATED IN THE DECLARATIONS PAGE

In consideration of the payment of the premium, the undertaking of the Named Insured to pay the deductible as described herein, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to the Limits of Liability of this insurance as set forth in the Declarations and the Exclusions, Conditions and other terms of this Certificate, agree with the Named Insured as follows:

INSURING AGREEMENTS

I. COVERAGE-PROFESSIONAL LIABILITY:

The Insurers will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as "damages" by reason of liability arising out of any negligent act, error or omission in rendering or failing to render the professional services specified in Item 4 of the Declarations whether committed or alleged to have been committed by the Insured or any person employed by the Insured or by others for whom the Insured is legally responsible, except as excluded or limited by the terms, conditions and exclusions of this Certificate.

II. TERRITORY, CERTIFICATE PERIOD AND CLAIMS MADE PROVISION:

This insurance applies only to negligent acts, errors or omissions which are committed or alleged to have been committed and result in damage or alleged to have resulted in damage in the United States of America, its Territories or Possessions, or Canada, provided always that the negligent act, error or omission:

- (a) Was committed or alleged to have been committed during the Certificate period and claim is first made during the Certificate period or the Extended Reporting Period; or
- (b) Was committed or alleged to have been committed prior to the inception date of the Certificate, and claim is first made during the Certificate period or the Extended Reporting Period, provided:
 - (i) the Insured had no knowledge of any such actual or alleged negligent act, error or omission on the effective date of this insurance, and
 - (ii) no other valid and collectible insurance is available to the Insured for any such actual negligent act, error or omission.

The Insurers' obligation as set forth above applies only to claims first made within the United States of America, its Territories or Possessions, or Canada.

III. DEFINITIONS:

- (a) The words "**Named Insured**" shall mean:
 - (i) If the Named Insured is designated in the Declarations as an individual, the person so designated;
 - (ii) If the Named Insured is designated in the Declarations as a partnership, the partnership so designated;
 - (iii) If the Named Insured is designated in the Declarations as a corporation, the corporation so designated.
- (b) The unqualified word "**Insured**" wherever used in the Certificate, including any endorsements forming a part of the Certificate, shall mean:
 - (i) The Named Insured;
 - (ii) Any current or former partner, officer, director or employee of the Named Insured but solely while acting in a professional capacity on behalf of the Named Insured.
- (c) The unqualified word "**claim**" wherever used in the Certificate shall mean a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.
- (d) The word "**damages**" shall mean loss, judgments, settlements and "**costs, charges and expenses**", provided always that such subject of damages shall not include fines, penalties, punitive or exemplary damages, or the return, withdrawal or reduction of professional fees.
- (e) The words "**Certificate period**" wherever used in this Certificate shall mean the period from the effective date of this Certificate to the expiration date or earlier termination date, if any, of this Certificate.
- (f) The words "**costs, charges and expenses**" shall mean legal expenses, excluding the cost of investigation and adjustment of claims by salaried employees of the insurers, but including attorney's fees, arbitrator's fees, mediation fees, court costs, expenses incurred in obtaining expert testimony and the attendance of witnesses and costs incurred in connection with arbitration or mediation proceedings against the Named Insured; provided only those items of expense which can be directly allocated to a specific claim involving litigation or possible litigation shall be included.

- (g) The words "**bodily injury**" shall mean physical injury, sickness, shock, mental anguish, mental illness, emotional distress, disease or death by any person.
- (h) The words "**personal injury**" shall mean injury arising out of one or more of the following:
 - (i) false arrest, detention, imprisonment or malicious prosecution;
 - (ii) the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right to privacy;
 - (iii) wrongful entry or eviction, or other invasion of the right of private occupancy;
 - (iv) harassment, misconduct or discrimination because of race, creed, color, age, sex, national origin, religion, handicap, disability or marital status;
 - (v) humiliation.
- (i) The words "**property damage**" means physical injury to, loss or destruction of tangible property, including the loss of use thereof at any time resulting therefrom, or the loss of use of tangible property which has not been physically injured or destroyed.
- (j) The words "**Extended Reporting Period**" means the period provided for in the Insuring Agreements, VIII, Discovery Clause, of this Certificate.

IV. LIMITS OF LIABILITY:

The liability of the Insurers for each claim which is first made during the Certificate period shall not exceed the amount stated in the Declarations for "each claim", and subject to that limit for each claim, the total limit of the Insurers' liability for all claims which are first made during the Certificate period, as covered hereunder, shall not exceed the amount stated in the Declarations as "aggregate". The inclusion herein of more than one Insured or the making of claims or the bringing of suits by more than one person or organization shall not operate to increase the limit of the Insurers' liability for "each claim" and in the "aggregate".

The liability of the Insurers for "each claim" which is first made during the Certificate period and the total of the Insurers' liability for all claims first made during the Certificate period in the aggregate, as set forth in the Declarations, will apply to any sum or sums paid by the Insurers as "damages" inclusive of "costs, charges and expenses", whether or not loss payment is made, and the Insurers shall not be obligated to pay any claim or judgment or defend any suit or claim after the Insurers' liability has been exhausted by payment of judgments, settlements or "costs, charges and expenses".

The limit of liability of the Insurers for "each claim" which is first made during the Certificate period shall be subject to the deductible amount specified in the Declarations.

Two or more claims arising out of a single negligent act, error or omission shall be treated as a single claim. Each separate negligent act, error or omission shall be treated as a separate claim.

V. DEDUCTIBLE:

The deductible amount stated in the Declarations as applicable to "each claim" which is first made during the Certificate period or the Extended Reporting Period will apply to any sum or sums paid by the Insurers as "damages", inclusive of "costs, charges and expenses", whether or not loss payment is made. The Named Insured agrees to pay to the Insurers that portion of the deductible which shall have been expended by the Insurers upon receipt of written notice of such sums being due.

The Insurers have no obligation to pay any part or all of the deductible. If the Insurers elect to pay any part or all of the deductible amount to effect settlement of any claim or suit, the Named Insured shall promptly reimburse the Insurers therefor as soon as written notice of such settlement has been conveyed to the Named Insured. However, either singly or combined, the total payments requested from the Named Insured in respect of each claim shall not exceed the deductible amount stated in the Declarations.

The determination by the Insurers as to the reasonableness of the "costs, charges and expenses" shall be conclusive on the Named Insured.

CONDITIONS

I. INSURED'S DUTIES IN THE EVENT OF CLAIM:

It is a condition precedent to the application of all insurance afforded herein that the Insured shall:

- (a) give written notice containing particulars sufficient to identify the Insured and claimant and full information with respect to the time, place and circumstances of the event complained of, and the names and addresses of the injured and of available witnesses, to the Insurers or to any of its authorized representatives as soon as practicable;
- (b) Immediately forward to the Insurers every demand, notice, summons or other process received by him or his representative, if claim is made or suit is brought against the Insured;
- (c) Cooperate with the Insurers and, upon the Insurers' request, shall submit to examination and interrogation by a representative of the Insurers, under oath if required, and shall attend hearings, depositions and trials and shall assist in effecting settlement, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits, as well as in the giving of a written statement or statements to the Insurers' representatives and meeting with such representatives for the purpose of investigation and/or defense, and all without charge to the Insurers; and
- (d) shall not, except at its own expense, make any payment, admit any liability, settle any claim, assume any obligation or incur any expense without the written consent of the Insurers.

II. CANCELLATION:

This Certificate may be cancelled by the Named Insured by surrender thereof to the Insurers or any of its authorized representatives or by mailing to the Insurers written notice stating when thereafter the cancellation shall be effective. This Certificate may be cancelled by the Insurers by mailing to the Named Insured at the address shown in the Declarations a written notice stating when, not less than thirty (30) days thereafter, such cancellation shall become effective. The time of the surrender or the effective date and hour of cancellation stated in the notice shall terminate the Certificate period. The mailing of such notice as aforesaid, whether by ordinary mail or by certified mail, shall be sufficient proof of such notice. Delivery of such written notice, whether by the Named Insured or by the Insurers, shall be equivalent to mailing.

If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Insurers cancel, earned premium shall be computed pro-rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation by the Insurers.

A renewal quotation by the Insurers incorporating a different premium or limit of liability or deductible amount with respect to the coverage afforded by the Certificate shall not be deemed to constitute a cancellation or refusal to renew by the Insurers.

III. SUBROGATION:

In the event of any claim under this Certificate, the Insurers shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

IV. AUDIT:

The Insurers may examine and audit the Insured's books and records at any time during the Certificate period and any extensions thereof and within three years after the final termination of this Certificate, as far as they relate to the subject matter of this insurance.

V. ACTION AGAINST INSURERS:

No action shall be maintained against the Insurers by the Insured to recover for any loss under this insurance Certificate unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms and conditions of this insurance Certificate, nor until the amount of such loss has been fixed or rendered certain either by final judgment against the Insured after trial of the issues and the time to appeal therefrom has expired without an appeal having been taken, or, if an appeal has been taken, then until after the appeal has been determined or by agreement between the parties with the written consent of the Insurers. In no event shall any action be maintained against the Insurers by the Insured or any other persons unless brought within twelve months after the right of action accrues hereon.

Nothing contained in this Certificate shall give any person or organization any right to join the Insurers as a defendant or codefendant or other party in any action against the Insured to determine the Insured's liability.

VI. OTHER INSURANCE:

This insurance shall be excess insurance over any other valid and collectible insurance available to the Insured.

VII. ASSIGNMENT:

This Certificate shall be void if assigned or transferred without the written consent of the Insurers. However, if the Insured shall die or be adjudged incompetent, this Certificate shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this Certificate.

VIII. APPLICATION:

By acceptance of this Certificate, all Insureds agree that the statements in the application are their agreements, representations and warranties, that this Certificate is issued in reliance upon the truth thereof, and that this Certificate embodies all agreements existing between themselves and the Insurers or any of its representatives relating to this insurance.

IX. NOTICE OF CLAIM:

The Insured upon notice of any claim, or of an incident or circumstance likely to give rise to a claim hereunder, shall give immediate written advice thereof to the Insurers, c/o Professional Underwriters Agency, Inc., 2907 Butterfield Road, Suite 320, Oak Brook, Illinois 60521-1197.

X. FALSE OR FRAUDULENT CLAIMS:

If the Insured submits any claims knowing same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void from the date such false or fraudulent claim is submitted and all insurance hereunder shall be forfeited.

XI. CHANGES:

Notice to any agent or representative or knowledge possessed by any agent, representative or other person acting on behalf of the Insurers shall not effect a waiver of or a change in any part of this Certificate or estop the Insurers from asserting any right under the terms of the Certificate, nor shall the terms of this Certificate be waived or changed, except by endorsement issued to form a part of this Certificate.

XII. SERVICE OF SUIT CLAUSE:

It is agreed that in the event of the failure of the Insurers to pay any amount claimed to be due hereunder, the Insurers, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurers' rights 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 of any state in the United States.

It is further agreed that service of process in such suit may be made upon Messrs. Wilson, Elser, Moskowitz, Edelman & Dicker, 150 East 42nd Street, New York, New York 10017-5630, Attention: Stephen M. Marcellino, Esq., and that in any suit instituted against the Insurers upon this Certificate, the Insurers will abide by the final decision of such court or of any appellate court in the event of an appeal. Messrs. Wilson, Elser, Moskowitz, Edelman & Dicker are authorized and directed to accept service of process on behalf of the Insurers in any such suit and/or upon the request of the Insured, to give a written undertaking to the Insured that they will enter a general appearance on the Insurers' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Insurers hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this Certificate of insurance, and hereby designate the aforementioned Stephen M. Marcellino, Esq. as the person to whom the said officer is authorized to mail such process or a true copy thereof.

XIII. CURRENCY:

It is agreed that all monetary references used herein are in United States Currency and that all premiums, "damages" and "cost, charges and expenses" shall be paid in United States Currency.

XIV. SEPARATE AND SEVERAL LIABILITY OF INSURERS:

The Companies and Underwriters whose names and the percentages underwritten are shown in Item 11 of the Declarations are herein referred to as the "Insurers". The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are lim-

VI. AWARENESS PROVISION:

If during the Certificate period or the Extended Reporting Period, the Insured shall become aware of any circumstances which may subsequently give rise to a claim against the Insured by reason of any alleged or actual negligent act, error or omission for which coverage would be afforded hereunder and if the Insured shall during the Certificate period or the Extended Reporting Period herein give written notice to the Insurers of such circumstance, as provided in Condition I, any claim which is made against the Insured arising out of such alleged or actual negligent act, error or omission shall be deemed for the purpose of this insurance to have been first made during the Certificate period stated in the Declarations or the Extended Reporting Period. The Insured shall cooperate fully with the Insurers as provided in Condition I, and any investigation conducted by the Insurers or its representatives shall be subject to the terms set forth in this Certificate.

VII. DEFENSE, SETTLEMENT, COOPERATION:

- (a) The Insurers shall defend any suit against the Insured seeking damages to which this insurance applies, even if any of the allegations of the suit are groundless, false or fraudulent, and it is agreed that the Insurers may make such investigation and settlement of any claim or suit as they deem expedient, but the Insurers shall not be obligated to pay any claim or judgment or to defend any suit after the limit of the Insurers' liability has been exhausted by payment of judgments, settlements or "costs, charges and expenses".
- (b) The Insurers have the absolute right to select and appoint counsel to represent the Insured. The Insured shall cooperate with the Insurers in the exercise of such rights of the Insurers.
- (c) The Insurers shall not settle any claim without the consent of the Named Insured. If, however, the Named Insured shall refuse to consent to any settlement recommended by the Insurers and shall elect to contest the claim or continue any legal proceedings in connection with

such claim, the Insurers' liability for the claim shall not exceed the amount for which the claim could have been settled plus "costs, charges and expenses" incurred up to the date of such refusal. Such amounts are subject to the provisions of Insuring Agreements IV and V.

- (d) The Insured shall not admit liability for or settle any claim or incur any cost or expense of investigation and/or defense in connection with any claim or any circumstance for which notice is given under Insuring Agreement VI of the Certificate without the Insurers' prior written consent, which shall not be unreasonably withheld.
- (e) The deductible amount stated in the Declarations as applicable to "each claim" which is first made during the Certificate period and the Extended Reporting Period will also apply to any sum or sums paid by the Insurers under paragraphs (a) and (b) above, whether or not loss payment is made.

VIII. DISCOVERY CLAUSE:

If the Insurers shall cancel or refuse to renew the Certificate, the Insured shall have the right, upon payment of an additional premium of 100% of the annual premium, to an extension of the coverage granted by this Certificate in respect to any claim or claims first made against the Insured or circumstances reported by the Insured as provided in Condition I during the period of three hundred and sixty five (365) days after the date of such termination but only in respect of any negligent act, error or omission of the Insured committed before the date of such cancellation or non-renewal or of any other person for whose acts the Insured is legally liable which was committed before the date of such cancellation or non-renewal. The coverage afforded by this clause does not alter, waive, modify or change the Declarations, conditions, provisions, exclusions or any other terms of this Certificate. This right of discovery, under this clause, shall terminate unless written notice is given to the Insurers within ten (10) days after the effective date of cancellation or non-renewal.

EXCLUSIONS

I. The insuring Agreements and all other provisions of this Certificate shall not apply to claims or "costs, charges and expenses" for, arising out of, or alleging:

- (a) liability of others assumed by the Insured by agreement under any contract, whether oral or in writing, unless such liability would have attached to the Insured even in the absence of such agreement. This exclusion shall not apply to the liability of others assumed by the Insured under a written contract but only to the extent such liability is enforceable under the laws of the governing jurisdiction and provided such liability of others results from any negligent act, error or omission of the Insured;
- (b) liability of any kind based upon, involving or arising out of the conduct by an individual, corporation, or partnership of which the Insured is or was a partner, officer, member or employee, which is not designated in the Declarations as a Named Insured or specifically endorsed hereon;
- (c) "bodily injury", "personal injury", sickness, disease or death to any employee of the Insured arising out of and in the course of that person's employment by the Insured or any obligation for which the Insured or any carrier as his insurer may be liable under any Worker's Compensation, Unemployment Compensation, Employer's Liability, Disability Benefits Law or under any similar law;
- (d) the insolvency or bankruptcy of any Insured, or of any other person, firm or organization;
- (e) any dishonest, criminal, fraudulent, malicious or intentional act, error or omission committed by or at the direction of the Insured, but only if a judgment or other final adjudication establishes affirmative dishonest, fraudulent, criminal or malicious intent on the part of the Insured material to the cause of action so adjudicated;
- (f) claims:
 - (i) by a business enterprise (or its subrogee or assignees) that wholly or partly owns, operates or manages the Named Insured or is wholly or partly owned, operated, or managed by the Named Insured, or any contractor or subcontractor thereof;
 - (ii) by an employee, his executor, administrator or next of kin (or his subrogee or assignees) of such business enterprise;
 - (iii) by a former, present or prospective partner, officer, director, shareholder or employee of the Insured;
 - (iv) by any insured or additional insured against any other insured or additional insured;
- (g) "bodily injury", "personal injury" or "property damage";
- (h) liability in connection with the Insured's activities as:
 - (i) an officer, director, partner, trustee or employee of a pension, welfare, profit sharing, mutual or investment fund or trust, or any

related financial entities;

- (ii) a public official, an employee of a governmental body, subdivision or agency;
- (iii) an arbitrator;
- (iv) a fiduciary under the Employees Retirement Income Security Act of 1974 and any amendment thereto, or any rule or regulation promulgated pursuant thereto, or any similar federal, state or local statute, rule or regulation;
- (i) any violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 et seq., and any amendment thereto, or any rule or regulation promulgated pursuant thereto;
- (j) any violation of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any state Blue Sky law or similar federal or state law and any rules or regulations promulgated pursuant to any of the foregoing law, unless specifically endorsed hereon;
- (k) any infringement of a patent, trademark or copyright;
- (l) any failure to procure or maintain adequate insurance or bonds or any claims arising out of the Insured's failure to comply with any law with respect to the Insured's employees concerning worker's compensation, unemployment insurance, social security or disability benefits or any similar law or insurance coverage.

II. The coverage provided by this Certificate shall not apply to:

- (a) the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, such as solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste (waste includes materials to be recycled, reconditioned or reclaimed); or
- (b) any governmental or regulatory directive or request that the Insured or anyone acting under its direction or control test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize said pollutants.

Additional Definitions:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

"Pollutants" does not mean heat, smoke, vapor, soot or fumes from a "hostile fire" or explosion.

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

These exclusions apply to any claim by whomever or whatsoever made, including, but not limited to, any public, private or governmental person, concern, body, entity, agent, office or corporation.

ited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

XV. VALIDITY OF THIS CERTIFICATE:

This Certificate shall not be valid unless signed by the said Insurers' representative or correspondent.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

I. This Certificate shall not apply:

Under any Liability Coverage, to injury, sickness, disease, death or destruction:

- (a) with respect to which an Insured under the Certificate is also an Insured under a nuclear energy liability policy issued by the Nuclear Energy Liability 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
- (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this Certificate not been issued would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:

- (a) the nuclear material (1) is at any nuclear facility owned by or operated by, or on behalf of, or (2) has been discharged or dispersed therefrom; or
- (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
- (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection 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 (c) applies only to injury to or destruction of property at such nuclear facility.

II. As used in this Certificate:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by product material;

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

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

"waste" means any waste material (1) containing by product material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor;
- (b) 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 waste;
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured 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;
- (d) any structure, basin, excavation, premises or place prepared or used for the 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.

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.