

Corporate Headquarters  
518 East Broad Street  
Columbus, OH 43218-2822

## POLICY INFORMATION

Insured	Agency
Stonebridge Crossing Condominium Association 3397 GLEN HOLLOW DR DOVER, PA 17315-2788	Kling Bros Insurance, LLC 43 W King St York, PA 17401-1414

### ENCLOSED DOCUMENTS ARE POLICY INFORMATION ONLY.

Your policy documents are enclosed. Please contact your agent if you have any questions.  
Your bill will be sent separately.

## STATEMENT OF ACCOUNT

Total Premium	Pay Plan	Due Date
\$89,999.00	Direct Bill Monthly	01/04/2025

**Thank you for letting us serve your insurance needs.**

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**Corporate Office:**  
State Auto Insurance Companies  
518 East Broad Street  
Columbus Ohio 43215 - 3876  
(614) 464-5000

**Issuing Office:**  
State Automobile Mutual Insurance Company  
P.O. Box 182822  
Columbus, Ohio 43218

## **Your Commercial Package Policy**

### **CONDITIONS APPLICABLE TO STATE AUTOMOBILE MUTUAL INSURANCE COMPANY**

#### **DIVIDENDS**

*You are entitled to the proportionate part of any policyholder's dividend if declared by our Board of Directors in accordance with its By-Laws.*

#### **NOTICE OF POLICYHOLDERS MEETINGS**

*While your policy is in force, you are one of our members and are entitled, in person or by proxy, to one vote at all meetings of the members. The annual meeting of the members is held at 9 o'clock A.M., Columbus time, on the first Friday of March of each year at our Home Office at 518 East Broad Street, Columbus, Ohio.*

#### **NON-ASSESSABLE**

*This policy is non-assessable and the insured shall not be liable for the payment of any assessment nor for the payment of any premium other than that stated in this policy.*

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*IN WITNESS WHEREOF, we have caused this policy to be signed by our Secretary and President at Columbus, Ohio, and countersigned on the Declarations page by an authorized agent of the State Auto Insurance Companies.*



Mark Touhey

Secretary



Hamid Mirza

President

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## **PENNSYLVANIA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

## U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- 1 Foreign agents;
- 1 Front organizations;
- 1 Terrorists;
- 1 Terrorist organizations; and
- 1 Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## PENNSYLVANIA NOTICE

An Insurance Company, its agents, employees, or service contractors acting on its behalf, may provide services to reduce the likelihood of injury, death or loss. These services may include any of the following or related services incident to the application for, issuance, renewal or continuation of, a policy of insurance:

1. Surveys;
2. Consultation or advice; or
3. Inspections.

The "Insurance Consultation Services Exemption Act" of Pennsylvania provides that the Insurance Company, its agents, employees or service contractors acting on its behalf, is not liable for damages from injury, death or loss occurring as a result of any act or omission by any person in the furnishing of or the failure to furnish these services.

The Act does not apply:

1. If the injury, death or loss occurred during the actual performance of the services and was caused by the negligence of the Insurance Company, its agents, employees or service contractors;
2. To consultation services required to be performed under a written service contract not related to a policy of insurance; or
3. If any acts or omissions of the Insurance Company, its agents, employees or service contractors are judicially determined to constitute a crime, actual malice, or gross negligence.

### Instruction to Policy Writers

Attach the Pennsylvania Notice to all new and renewal certificates insuring risks located in Pennsylvania.

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## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

You may elect to decline coverage for certified acts of terrorism. However, if your policy covers property located in a state with a fire following statutory requirement, the terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Therefore, if you choose to decline coverage for certified acts of terrorism, that rejection does not apply to fire losses resulting from certified acts of terrorism, unless excepted by statute or other regulatory means. The additional premium just for such fire coverage is stated below, if applicable. If you reject the offer described above for terrorism coverage, this premium is due.

§ If you accept this offer, the premium for terrorism coverage is \$ 892.00 \_\_\_\_.

§ If you reject this offer, *and your property is located in a state with a fire following statutory requirement*, the premium for terrorism (fire only) coverage, is \$ 0.00 \_\_\_\_.

### Acceptance or Rejection of Terrorism Insurance Coverage

*To indicate whether you elect to purchase or decline to purchase terrorism coverage, you must check the applicable box below, sign your name, print your name, date this form, and return it to the company.*

X	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 892.00 _____. I understand that coverage will form a part of the policy <i>and any subsequent renewals</i> until I request certified acts of terrorism to be excluded.
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	<p>I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.</p> <p>I understand that if I exclude coverage for certified acts of terrorism, coverage will not be available until my next renewal.</p> <p>I also acknowledge that unless I request coverage for certified acts of terrorism at renewal, exclusion(s) of certain terrorism losses will form a part of the policy <i>and any subsequent renewals</i>.</p>
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Policyholder/Applicant's Signature	Insurance Company State Automobile Mutual Insurance Company
Print Name Stonebridge Crossing Condominium Association	Policy Number 10163598CP
Date	



518 E. Broad St. Columbus OH 43215

***Thank you for allowing us to serve your insurance needs***

## STATE AUTO Claim Handlers: Fair, Friendly and Fast

State Auto is proud of the service we provide our policyholders when they have a claim. We hope you never have a claim but, if you do, we want to make it as painless and worry-free as possible. We're committed to providing service that's fast – as well as fair and friendly. In fact, we pledge to make an honest effort to contact you within two hours of the time we receive the report of your loss.\*

Please notify your agent as soon as feasible if you have a claim. The sooner your agency knows about your loss, the sooner they can report it to us so we can begin working with you to handle the claim.

\*Although we always want to accomplish the two-hour contact time mentioned in our pledge – and we usually do call within that time period – we're sure you understand that may be impossible at certain unusual times such as when we're faced with a large weather-related catastrophe affecting many people in the same area.

### **To report a claim:**

- **Call your agent** *or*
- **Call State Auto directly at 1-877-SA-CLAIM** *or*
- **Report your claim on [stateauto.com](http://stateauto.com)**

# IMPORTANT NOTICE TO POLICYHOLDER

2019-2022 ISO CGL, LL, PWC REVISIONS

**This notice does not alter or amend the policy. No coverage is provided by this Notice nor can it be construed to replace any provision of your policy. You should read your policy, including the endorsements attached to your policy, and your declaration page for complete information on the coverage you are provided. If there are any inconsistencies between the policy and this document, the policy language takes precedence. The policy is the sole source of the terms and conditions applicable to this coverage.**

## **BROADENING IN COVERAGE**

**SL 60 00 01 23 State Auto PEAK Series For Liability**  
**SL 60 08 01 23 Texas - State Auto PEAK Series For Liability**  
**SL 60 09 01 23 Virginia - State Auto PEAK Series For Liability**

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This endorsement is revised to add coverage for Incidental Health Care Malpractice Liability which applies to "bodily injury" arising out of a "health care incident" providing the professional health care services are incidental to the named insured's primary business. When this endorsement is attached to your policy it constitutes a broadening of coverage.

Two other provisions are also being added: Construction Project/Location General Aggregate and Construction Project/Location Products-Completed Operations Aggregate. This represents a broadening of coverage for non-construction risks and construction risks that did not previously purchase the State Auto PEAK Series for Contractors.

### **CG 20 39 12 19 Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Written Construction Agreement With You (Completed Operations)**

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When this endorsement is attached to your policy, coverage is broadened to generally provide automatic additional insured status with respect to completed operations to anyone you have performed operations for and has agreed in writing in a contract or agreement that such person be added as an additional insured.

### **CG 20 40 12 19 Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement (Completed Operations)**

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When this endorsement is attached to your policy, coverage is broadened to generally provide automatic additional insured status with respect to completed operations to anyone you have performed operations for and have agreed in writing in a contract or agreement that such person be added as an additional insured *and* anyone that the additional insured is also required by a written contract or agreement to add as an additional insured.

### **CG 20 44 12 19 Additional Insured – Vendors – Automatic Status When Required In Agreement**

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When this endorsement is attached to your policy, coverage is broadened to generally provide additional insured status to those persons or organizations for whom you are obligated in writing in a contract or agreement to name as an additional insured under your policy with respect to distribution or sale of any of your products in the regular course of the vendor's business. However, if this endorsement replaces SL 11 75 09 18 Additional Insured – Vendors - Automatic the result will be no impact on coverage.

# IMPORTANT NOTICE TO POLICYHOLDER

## **EITHER BROADENING OR REDUCTIONS IN COVERAGE**

If any of these endorsements are attached to your renewal policy, either as a revised edition or if newly attached, the result may be either broadening or reductions in coverage depending upon the provisions of your expiring policy.

### **SL 10 11 01 23 State Auto PEAK Series For Contractors Liability**

### **SL 10 14 01 23 Texas - State Auto PEAK Series For Contractors Liability**

### **SL 10 15 01 23 Virginia - State Auto PEAK Series For Contractors Liability**

### **SL 10 34 01 23 Missouri - State Auto PEAK Series For Contractors Liability**

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This endorsement is revised to add two additional coverage enhancements: Broadened Liability Coverage For Damage To "your product" And " your work" and amendments to the Who Is An Insured provision to extend limited protection for Joint Ventures, Partnerships and Limited Liability Companies which are not designated as a Named Insured on the policy declarations. When this endorsement is attached to your policy, these changes do present a broadening of coverage.

Two provisions are being removed; these include: Construction Project/Location General Aggregate and Construction Project/Location Products-Completed Operations Aggregate. While these do constitute a reduction of coverage within these endorsements, these coverages are moved to State Auto PEAK for Liability which is a prerequisite for obtaining the State Auto PEAK Series For Contractors. The true end result in no change in coverage related to the Per Project/Location Aggregates.

### **SL 60 06 01 23 State Auto PEAK Series For Restaurant Liability**

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This endorsement is revised to add two additional coverage enhancements: Delivery Errors And Omissions and Merchandise Withdrawal Expenses Coverage. When this endorsement is attached to your policy, these changes do present a broadening of coverage.

The provision for Per Location General Aggregate is being removed. While this does constitute a reduction of coverage within this endorsement, this coverage is moved to State Auto PEAK for Liability which is a prerequisite for obtaining the State Auto PEAK Series For Restaurant Liability. The true end result in no change in coverage related to the Per Project/Location Aggregates.

### **CG 20 17 12 19 Additional Insured – Unit-owners Of Townhouse Or Homeowner Associations**

### **CG 26 23 12 19 Connecticut Changes - Additional Insured – Unit Owners Of Townhouse Or Homeowner Associations**

### **CG 01 20 12 19 Minnesota Changes – Unit Owners Of Townhouse Or Homeowner Associations**

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This endorsement is revised to include unit-owners of homeowner associations. In addition, a provision is added to address restriction of coverage to the unit-owner for liability arising out of maintenance, use or repair of a portion of the premises (common area) that is reserved for the unit-owner's exclusive use or occupancy, e.g., assigned parking area, garden plot, storage closets or lockers.

When this endorsement is attached to your policy, with respect to unit owners of homeowner associations, this represents a broadening of coverage. With respect to unit-owners of townhouse associations, the provision restricting additional insured status for a unit-owner's liability arising out of the ownership, maintenance, use or repair of that portion of the premises which is reserved for the unit-owner's exclusive use or occupancy may be a reduction in coverage.

### **CG 21 31 12 19 Limited Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program**

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This endorsement is revised to add a definition of "controlled (wrap-up) insurance program" and revise Paragraph A. to emphasize the application of the exclusion to bodily injury and property damage arising out of ongoing operations as well as included within the products-completed operations hazard at the location(s) described in the Schedule. When this endorsement is attached to your policy, it may result in a reduction of coverage, unless:

- If this endorsement replaces the previous version of **CG 21 31** on a policy, it may result in a broadening of coverage.
- If this endorsement replaces **CG 21 54** Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program on a policy, it will result in a broadening of coverage.

## IMPORTANT NOTICE TO POLICYHOLDER

### **CG 21 54 12 19 Exclusion – Designated Operations Covered By A Controlled (Wrap-up) Insurance Program**

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This endorsement is revised to add a definition of "controlled (wrap-up) insurance program" and revise Paragraph **A.** to emphasize the application of the exclusion to bodily injury and property damage arising out of ongoing operations as well as included within the products-completed operations hazard at the location(s) described in the Schedule. The attachment of this endorsement may result in a reduction of coverage, unless if this endorsement replaces the previous version of **CG 21 54** on a policy, when attached to your policy, it may result in a broadening of coverage.

### **CG 22 36 12 19 Exclusion – Limited Products And Professional Services – Pharmacists**

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When attached to your policy, this endorsement has been revised to:

- Replace the term Druggists with Pharmacists within the title;
- Limit the products/completed operations hazard exclusion to apply only to bodily injury or property damage arising out of the insured's products dispensed or sold in connection with the pharmacist's services, e.g., prescription drugs. If the attachment of this endorsement replaces the prior version of **CG 22 36**, it may result in a broadening of coverage. The attachment of this endorsement to a policy not containing the prior version of **CG 22 36** results in a reduction of coverage.

### **CG 22 69 12 19 Pharmacists**

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When attached to your policy, this endorsement is revised to:

- Change the title from Druggists to Pharmacists;
- Generally address state or federal laws affecting the professional services provided by pharmacists;
- Amend the exclusion for willful violation of a penal statute or ordinance to apply to the willful violation of applicable state or federal laws governing pharmacists, not just sales of pharmaceuticals;
- Amend the exclusion for certain specific services performed by a pharmacist to apply to all tests, not just blood tests;
- Remove managing drug therapy from the exclusion for certain specific services performed by a pharmacist; and
- Include other editorial changes.

With respect to removal of managing drug therapy from the exclusion of certain specified services, this change may be considered a broadening in coverage. With respect to the amendment to the willful violation exclusion and the amendment to the exclusion for certain specified services related to tests, these changes may result in a reduction of coverage. Other changes have no impact on coverage.

### **CLARIFICATION**

If any of these endorsements are attached to your renewal policy, the result is either a clarification, reinforcement or no change in coverage.

### **CG 04 36 12 19 Limited Product Withdrawal Expense Endorsement; CG 04 62 12 19 Arkansas Limited Product Withdrawal Expense Endorsement; CG 04 70 12 19 Missouri Limited Product Withdrawal Expense Endorsement; or CG 04 49 12 19 Texas Changes - Limited Product Withdrawal Expense Endorsement**

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This endorsement is revised to delete the second paragraph under Paragraph **B.3.a.** under the **Limits Of Insurance** section relating to the insured's reimbursement to the insurer of any payment of all or part of any deductible amount that the insurer is required to pay by law. As this endorsement only relates to reimbursement for product withdrawal expenses incurred by you and not product withdrawal expenses that you become legally obligated to pay as damages, when attached to your policy, there is no impact on coverage.

## IMPORTANT NOTICE TO POLICYHOLDER

### **CG 21 37 12 19 Exclusion – Employees And Volunteer Workers As Insureds**

### **CG 21 66 12 19 Exclusion – Volunteer Workers**

These endorsements are revised to provide for consistency with wording in other forms and are a clarification of coverage intent.

### **CG 21 41 12 19 Exclusion – Intercompany Products Suits**

This endorsement is revised to include the term "suit" within the endorsement, for consistency with language used in the new cross suits liability exclusion endorsements and is a clarification of coverage intent.

### **CG 22 65 12 19 Optical And Hearing Aid Establishments**

This endorsement is revised to replace "including" with "the following" in the Insuring Agreement provision and other editorial revisions. This is a reinforcement of coverage intent and has no impact on coverage.

### **CG 24 04 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)**

This endorsement is revised to address various situations where the insured has agreed to waive its right of recovery against another person or organization and adds a provision to reinforce that the waiver of the insurer applies only to the extent that the insured has waived its right of recovery, and that the insured's waiver occurred prior to loss. Other editorial revisions have also been made. These changes have no impact on coverage.

### **CG 24 53 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic**

When this endorsement is attached to your policy, it will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement. Attachment of this endorsement does not impact coverage.

### **CG 20 01 12 19 Primary And Noncontributory – Other Insurance Condition**

This endorsement is revised to reflect its availability for use with the Liquor Liability Coverage Part. When attached to your policy, there is no impact on coverage.

### **CG 20 03 12 19 Additional Insured – Concessionaires Trading Under Your Name**

### **CG 20 05 12 19 Additional Insured – Controlling Interest**

### **CG 20 07 12 19 Additional Insured – Engineers, Architects Or Surveyors**

### **CG 20 10 12 19 Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

### **CG 20 11 12 19 Additional Insured – Managers Or Lessors Of Premises**

### **CG 20 12 12 19 Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations**

### **CG 20 13 12 19 Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises**

### **CG 20 15 12 19 Additional Insured – Vendors**

### **CG 20 18 12 19 Additional Insured – Mortgagee, Assignee Or Receiver**

### **CG 20 23 12 19 Additional Insured – Executors, Administrators, Trustees Or Beneficiaries**

### **CG 20 24 12 19 Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased**

### **CG 20 26 12 19 Additional Insured – Designated Person Or Organization**

### **CG 20 27 12 19 Additional Insured – Co-owner Of Insured Premises**

### **CG 20 28 12 19 Additional Insured – Lessor Of Leased Equipment**

### **CG 20 29 12 19 Additional Insured – Grantor Of Franchise**

### **CG 20 30 12 19 Oil Or Gas Operations – Nonoperating, Working Interests**

### **CG 20 31 12 19 Additional Insured – Engineers, Architects Or Surveyors**

### **CG 20 32 12 19 Additional Insured – Engineers, Architects Or Surveyors Not Engaged By The Named Insured**

## IMPORTANT NOTICE TO POLICYHOLDER

**CG 20 33 12 19 Additional Insured – Owners, Lessees Or Contractors – Automatic Status When Required In Construction Agreement With You**

**CG 20 34 12 19 Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You**

**CG 20 35 12 19 Additional Insured – Grantor Of Licenses – Automatic Status When Required By Licensor**

**CG 20 36 12 19 Additional Insured – Grantor Of Licenses**

**CG 20 37 12 19 Additional Insured – Owners, Lessees Or Contractors – Completed Operations**

**CG 20 38 Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Construction Agreement**

**CG 01 58 12 19 Oklahoma Changes - Additional Insured – Engineers Or Architects**

These endorsements are revised to remove the phrase "shown in the Declarations" in order to account for limits of insurance that may be available under an endorsement attached to the Policy. Some endorsements include other minor editorial revisions. These changes result in no impact on coverage.

### REDUCTION IN COVERAGE

**SL 10 25 01 23 Voluntary Property Damage And/Or Property Of Others In The Care, Custody Or Control Of The Insured**

This endorsement is revised to make editorial and formatting changes as well as clarify the intent of specific features of voluntary property damage and of property of others in the care, custody or control of the insured. When this endorsement replaces the prior edition, due to the nature of some very specific circumstances addressed by the endorsement, out of an abundance of caution we classify this change as having potential of reducing coverage. Please read the endorsement and policy carefully.

**SL 10 35 01 23 Cannabis Exclusion With CBD, Hemp and Lessors Exception**

When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures associated with cannabis while also containing an exception addressing injury or damage arising out of goods or products containing or derived from hemp, including cannabidiol (CBD), or damage to such goods or products. It also contains an explicit exception addressing bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of a premises leased to others by you. To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Bodily injury or property damage arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the bodily injury or property damages does not arise out of your selling, serving or furnishing of cannabis to any such person;
- Personal and advertising injury arising out of the offenses addressing, in part, (i) false arrest, detention or imprisonment and (ii) wrongful eviction, due to related exceptions in the endorsement;
- Bodily injury, property damage or personal and advertising injury arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein the (i) bodily injury or property damage occurs, (ii) occurrence which caused the bodily injury or property damage takes place, or (iii) the offense which caused the personal and advertising injury was committed; and
- Bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of a premises leased to others by you.



## IMPORTANT NOTICE TO POLICYHOLDER

### **SL 10 36 01 23 Cannabis Exclusion With CBD and Hemp Exception**

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When this endorsement is attached in conjunction with the Limited Product Withdrawal Expense Endorsement **CG 04 36** to your policy, it generally excludes product withdrawal expenses-related exposures associated with cannabis while also containing an exception addressing product withdrawal expenses arising out of goods or products containing or derived from hemp, including cannabidiol (CBD), or damage to such goods or products.

To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Product withdrawal expenses arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the product withdrawal expense does not arise out of your selling, serving or furnishing of cannabis to any such person; and
- Product withdrawal expenses arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and, product withdrawal expenses incurred by you because of property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein your products involved in the product withdrawal are located or were located at the time the injury or damage occurred.

### **SL 20 06 01 23 Tobacco Or Nicotine Products And Electronic Smoking Device Exclusion**

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When this endorsement is attached to your policy, it is updated to generally exclude all bodily injury, property damage or personal and advertising injury with respect to nicotine products, electronic smoking devices as well as tobacco products. To the extent that an exposure exists with respect to nicotine products or an electronic smoking device, its vapor, component parts, equipment and accessories, attachment of this endorsement will result in a reduction in coverage.

### **SL 20 67 01 23 Exclusion-Perfluorinated Compounds (PFC) Or Perfluoroalkyl And Polyfluoroalkyl Substances (PFCS)**

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When this endorsement is attached to your policy, it generally excludes bodily injury, property damage and personal and advertising injury-related exposures associated with any liability arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of Perfluorinated Compounds (PFC) Or Perfluoroalkyl And Polyfluoroalkyl Substances (PFCS).

### **CG 20 11 12 19 Additional Insured – Managers Or Lessors Of Premises**

### **CG 20 24 12 19 Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased**

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These endorsements have been revised to delete "arising out of" and add specific language that provides an additional insured with coverage for their vicarious or contributory negligence only. When these endorsements are attached to your policy, there may be a reduction in coverage for those states in which:

- Named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence; and
- Courts have enabled coverage for the sole negligence of the additional insured.

### **CG 21 01 12 19 Exclusion – Athletic Or Sports Participants**

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When attached to your policy, it is revised to provide for consistency with wording in other forms and are a clarification of coverage intent. However, the changes may be considered a reduction in coverage in jurisdictions where the use of the term 'arising out of' in reference to the excluded activities and/or clarifying that the exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

## IMPORTANT NOTICE TO POLICYHOLDER

### **CG 22 97 12 19 Pharmacists – Broadened Coverage**

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When this endorsement is attached to your policy, it is revised to:

- Generally address state or federal laws affecting the professional services provided by pharmacists;
- Amend the exclusion for willful violation of a penal statute or ordinance to apply to the willful violation of applicable state or federal laws governing pharmacists, not just sales of pharmaceuticals;
- Add negligent supervision-related language; and
- Include other editorial changes.

There is no impact on coverage. However, the negligent supervision provision may result in a reduction in coverage in states where courts have ruled professional services exclusions to be inapplicable to negligent supervision claims and other similar types of claims.

### **CG 40 03 12 19 Exclusion – Athletic Or Sports Participants – All Contests Or Exhibitions**

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When this endorsement is attached to your policy, it will expressly exclude coverage under Coverage **A**, with respect to operations described in the Schedule of the endorsement, for bodily injury to any person while practicing for or participating in any sports or athletic contest or exhibition. If this endorsement is attached as a replacement for **CG 21 01 Exclusion – Athletic Or Sports Participants**, it may result in a restriction in coverage with respect to events the insured does not sponsor. If this endorsement is newly attached to the Policy, it may result in a reduction in coverage.

### **CG 40 10 12 19 Exclusion – Cross Suits Liability**

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When this endorsement is attached to your policy, any claim or suit for damages that are brought by any Named Insured against another Named Insured will be excluded. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, the attachment of this endorsement will result in a reduction in bodily injury, property damage or personal and advertising injury coverage with respect to such exposure related to cross suits liability. However, if this endorsement replaces SL 40 09 09 18 Cross Suits Liability Endorsement the result will be no impact on coverage.

### **CG 40 28 09 22– Broad Abuse Or Molestation Exclusion**

### **CG 40 31 09 22– Texas Broad Abuse Or Molestation Exclusion**

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When this endorsement is attached to your policy, coverage is excluded with respect to damages arising out of actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone, or the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be otherwise excluded under the endorsement.

The attachment of this endorsement will result in a reduction in coverage under Coverage **A – Bodily Injury And Property Damage Liability** and Coverage **B – Personal And Advertising Injury Liability**.

### **CG 40 29 09 22– Sexual Abuse Or Sexual Molestation Exclusion**

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When this endorsement is attached to your policy, coverage is excluded with respect to damages arising out of actual, alleged or threatened sexual abuse or sexual molestation of any person committed by anyone, or the negligent employment, investigation, supervision, reporting to the proper authorities, or failure to so report, or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be otherwise excluded under the endorsement.

The attachment of this endorsement will result in a reduction in coverage, unless this endorsement replaces **CG 21 46 – Abuse Or Molestation Exclusion** endorsement on a policy in which case it may result in a broadening of coverage.

# IMPORTANT NOTICE TO POLICYHOLDER

## ENDORSEMENTS FOR USE WITH THE LIQUOR LIABILITY COVERAGE

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### BROADENING OF COVERAGE

**CG 34 01 12 19 Additional Insured – Owners, Managers Or Lessors Of Premises – Liquor Liability**

**CG 34 02 12 19 Additional Insured – Grantor Of Franchise – Liquor Liability**

**CG 34 03 12 19 Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations – Liquor Liability**

**CG 34 04 12 19 Additional Insured – Sponsor(s) – Liquor Liability**

When any of these endorsements are attached to your policy, coverage is broadened to the extent that the additional insured listed in the Schedule is covered for their vicarious liability arising out of the insured's selling, serving or furnishing of any alcoholic beverage.

**CG 34 06 12 19 Additional Insured – Volunteer Workers**

When this endorsement is attached to your policy, coverage is broadened to provide additional insured status to volunteer workers, but only while performing duties related to the conduct of the insured's business.

**CG 34 36 12 19 Automatic Insured Status For Newly Acquired Or Formed Limited Liability Companies**

When this endorsement is attached to your policy, coverage is broadened to generally include limited liability companies you newly acquire or form, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that limited liability company.

### CLARIFICATION

If any of these endorsements are attached to your renewal policy, the result is either a clarification, reinforcement or no change in coverage.

**CG 20 01 12 19 Primary And Noncontributory – Other Insurance Condition**

With the introduction of additional insured endorsements, this endorsement is now available for use with the Liquor Liability Coverage Part to reflect that coverage made available to an additional insured is provided on a "primary and noncontributory" basis, provided certain requirements are met.

**CG 24 04 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)**

When this endorsement is attached to your policy, the insurer agrees to waive its subrogation rights against the person or organization shown in the Schedule of the endorsement, typically because you have already waived your right to take legal action against these parties prior to loss. Attachment of this endorsement does not impact coverage.

**CG 24 53 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic**

When this endorsement is attached to your policy, it will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement. Attachment of this endorsement does not impact coverage.

### REDUCTION IN COVERAGE

**CG 34 45 12 19 Exclusion – Cross Suits Liability**

When this endorsement is attached to your policy, any claim or suit for damages that is brought by any Named Insured against another Named Insured will be excluded. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, the attachment of this endorsement will result in a reduction in injury coverage with respect to such exposure related to cross suits liability.

# IMPORTANT NOTICE TO POLICYHOLDER

## ENDORSEMENTS FOR USE WITH THE PRODUCT WITHDRAWAL COVERAGE PART

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### CLARIFICATION

If any of these endorsements are attached to your renewal policy, the result is either a clarification, reinforcement or no change in coverage.

### **CG 34 17 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)**

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When this endorsement is attached to your policy, the insurer agrees to waive its subrogation rights against the person or organization shown in the Schedule of the endorsement, typically because you have already waived your right to take legal action against these parties prior to loss. Attachment of this endorsement does not impact coverage.

### **CG 34 18 12 19 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) – Automatic**

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When this endorsement is attached to your policy, it will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement. Attachment of this endorsement does not impact coverage.

### REDUCTION IN COVERAGE

### **SL 10 36 01 23 Cannabis Exclusion With CBD and Hemp Exception**

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When this endorsement is attached to your policy, it generally excludes product withdrawal related exposures associated with cannabis while also containing an exception addressing product withdrawal related exposures arising out of goods or products containing or derived from hemp, including cannabidiol (CBD), or damage to such goods or products.

To the extent that an exposure exists with respect to the cannabis-related activity or events addressed in this endorsement, attachment of this endorsement will result in a reduction in coverage. However, due to related exceptions in the endorsement, the attachment of this endorsement will not result in a reduction of coverage for:

- Product withdrawal expenses arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with cannabis by an insured or any other person for whom you are legally responsible, but only if the product withdrawal expense does not arise out of your selling, serving or furnishing of cannabis to any such person; and
- Product withdrawal expenses arising out of goods or products containing or derived from hemp, including, but not limited to: (i) seeds, (ii) food, (iii) clothing, (iv) lotions, oils or extracts, (v) building materials, or (vi) paper, and, product withdrawal expenses incurred by you because of property damage to any such goods or products, unless, and to the extent, any such goods or products are prohibited under an applicable state or local statute, regulation or ordinance in the state wherein your products involved in the product withdrawal are located or were located at the time the injury or damage occurred.

**No coverage is provided by this summary nor can it be construed to replace any provision of your policy. This notice is not a contract. It provides only a general overview of coverage or exclusionary language. If there is any conflict between the policy and this summary, the provisions of the policy shall prevail. Please refer to your policy for the actual terms, coverage amounts, conditions and exclusions. If you have any questions, or wish to increase or reduce your limits, please contact your independent State Auto agent.**

**Kling Bros Insurance, LLC**  
 43 W King St  
 York, PA 17401-1414  
 (717) 854-7851

# Commercial Package Policy Declarations Renewal Declaration

**Total Policy Premium**  
**\$89,999.00**

**Named Insured and Mailing Address:**

**Stonebridge Crossing Condominium Association**  
 3397 GLEN HOLLOW DR  
 DOVER, PA 17315-2788

Policy Number	Policy Period	Coverage is provided by the following State Auto Company
10163598CP	01/04/25 - 01/04/26	State Automobile Mutual Insurance Company

The coverage and these declarations are effective at 12:01 a.m. standard time on 01/04/2025 at the above mailing address.



[Questions ?](#)

Visit us at **StateAuto.com**  
 or call **800-288-4425** for  
 customer service.

Contact your independent  
 agent at (717) 854-7851.

## Business Information

Business Type	Business Description	Entity Type
Apartment	Residential Condominium Association	Associations

## Audit

This policy consists of coverage parts or policies for which a premium is indicated. This premium may be auditable and subject to adjustment

Audit Period: Annual

In return for the payment of the premium when due, and subject to all the terms of the policy, we agree with you to provide the insurance as stated by this policy. This premium may be subject to adjustment.

## Named Insured(s) and DBA(s)

Named Insured	Doing Business As
Condominium Association	

## Summary Of Coverage Parts

Coverage Part	Premium	Terrorism Premium	Total Premium
Commercial Property	\$74,650.00	\$747.00	\$75,397.00
Commercial General Liability	\$14,457.00	\$145.00	\$14,602.00
<b>Total Premium</b>	<b>\$89,107.00</b>	<b>\$892.00</b>	<b>\$89,999.00</b>

## Common Policy Forms (Except Inland Marine)

Number	Edition Date	Name
SOA001	11/23	Statement of Account
IL 00 03	09/08	Calculation Of Premium
IL 00 17	11/98	Common Policy Conditions
IL 09 10	07/02	Pennsylvania Notice
IL 09 85	01/15	Disclosure Pursuant To Terrorism Risk Insurance Act
IL N 088	09/03	Pennsylvania Fraud Statement
IL P 001	01/04	U.S. Treasury Department'S Office Of Foreign Assets Control ("Ofac") Advisory Notice To Policyholders
PN 00 83	12/15	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PN 02 39	01/18	If You Have A Claim
SI 90 01	05/17	Common Policy Jacket

## Commercial Property Declarations

### Location Details

Location #	Location Address	Location Description
1	3411 CARDINAL LN, DOVER, PA 17315-2747	3411 - 3413 Cardinal Lane Dover
2	3415 CARDINAL LN, DOVER, PA 17315-2747	3415 - 3417 Cardinal Lane Dover
3	3419 CARDINAL LN, DOVER, PA 17315-2747	3419 - 3421 Cardinal Lane Dover
4	3423 CARDINAL LN, DOVER, PA 17315-2747	3423 - 3425 Cardinal Lane Dover
5	3427 CARDINAL LN, DOVER, PA 17315-2747	3427 - 2429 Cardinal Lane Dover
6	3431 CARDINAL LN, DOVER, PA 17315-2747	3431 - 3433 Cardinal Lane Dover
7	3435 CARDINAL LN, DOVER, PA 17315-2747	3435 - 3437 Cardinal Lane Dover
8	3501 CARDINAL LN, DOVER, PA 17315-2749	3501- 3503 Cardinal Lane Dover
9	3371 FALCON LN, DOVER, PA 17315-5301	3371 - 3373 Falcon Lane Dover
10	3377 FALCON LN, DOVER, PA 17315-5301	3377 - 3379 Falcon Lane Dover
11	3383 FALCON LN, DOVER, PA 17315-5301	3383 - 3385 Falcon Lane Dover
12	3300 GLEN HOLLOW DR, DOVER, PA 17315-2789	3300 - 3301 Glen Hollow Drive Dover
13	3302 GLEN HOLLOW DR, DOVER, PA 17315-2789	3302 - 3303 Glen Hollow Drive Dover
14	3306 GLEN HOLLOW DR, DOVER, PA 17315-2789	3306 - 3307 Glen Hollow Drive Dover
15	3308 GLEN HOLLOW DR, DOVER, PA 17315-2789	3308 - 3309 Glen Hollow Drive Dover
16	3312 GLEN HOLLOW DR, DOVER, PA 17315-2789	3312 - 3313 Glen Hollow Drive Dover
17	3314 GLEN HOLLOW DR, DOVER, PA 17315-2789	3314 - 3315 Glen Hollow Drive Dover
18	3318 GLEN HOLLOW DR, DOVER, PA 17315-2789	3318 - 3319 Glen Hollow Drive Dover
19	3320 GLEN HOLLOW DR, DOVER, PA 17315-2789	3320 - 3321 Glen Hollow Drive Dover
20	3324 GLEN HOLLOW DR, DOVER, PA 17315-2789	3324 - 3325 Glen Hollow Drive Dover
21	3326 GLEN HOLLOW DR, DOVER, PA 17315-2789	3326 - 3327 Glen Hollow Drive Dover
22	3330 GLEN HOLLOW DR, DOVER, PA 17315-2789	3330 - 3331 Glen Hollow Drive Dover
23	3332 GLEN HOLLOW DR, DOVER, PA 17315-2789	3332 - 3333 Glen Hollow Drive Dover
24	3337 GLEN HOLLOW DR, DOVER, PA 17315-2788	3337 - 3339 Glen Hollow Drive Dover
25	3342 GLEN HOLLOW DR, DOVER, PA 17315-2789	3342 - 3343 Glen Hollow Drive Dover
26	3344 GLEN HOLLOW DR, DOVER, PA 17315-2789	3344 - 3345 Glen Hollow Drive Dover
27	3348 GLEN HOLLOW DR, DOVER, PA 17315-2789	3348 - 3349 Glen Hollow Drive Dover
28	3350 GLEN HOLLOW DR, DOVER, PA 17315-2789	3350 - 3351 Glen Hollow Drive Dover



Location #	Location Address	Location Description
29	3355 GLEN HOLLOW DR, DOVER, PA 17315-2788	3355 - 3357 Glen Hollow Drive Dover
30	3360 GLEN HOLLOW DR, DOVER, PA 17315-2789	3360 - 3361 Glen Hollow Drive Dover
31	3362 GLEN HOLLOW DR, DOVER, PA 17315-2789	3362 - 3363 Glen Hollow Drive Dover
32	3372 GLEN HOLLOW DR, DOVER, PA 17315-2789	3372 - 3373 Glen Hollow Drive Dover
33	3374 GLEN HOLLOW DR, DOVER, PA 17315-2789	3374 - 3375 Glen Hollow Drive Dover
34	3379 GLEN HOLLOW DR, DOVER, PA 17315-2788	3379 - 3381 Glen Hollow Drive Dover
35	3385 GLEN HOLLOW DR, DOVER, PA 17315-2788	3385 - 3387 Glen Hollow Drive Dover
36	3391 GLEN HOLLOW DR, DOVER, PA 17315-2788	3391 - 3393 Glen Hollow Drive Dover
37	3401 GLEN HOLLOW DR, DOVER, PA 17315-2792	3401 - 3402 Glen Hollow Drive Dover
38	3403 GLEN HOLLOW DR, DOVER, PA 17315-2792	3403 - 3404 Glen Hollow Drive Dover
39	3407 GLEN HOLLOW DR, DOVER, PA 17315-2792	3407 - 3409 Glen Hollow Drive Dover
40	3412 GLEN HOLLOW DR, DOVER, PA 17315-2790	3412 - 3413 Glen Hollow Drive Dover
41	3414 GLEN HOLLOW DR, DOVER, PA 17315-2790	3414 - 3415 Glen Hollow Drive Dover
42	3419 GLEN HOLLOW DR, DOVER, PA 17315-2792	3419 - 3421 Glen Hollow Drive Dover
43	3422 GLEN HOLLOW DR, DOVER, PA 17315-2791	3422 - 3424 Glen Hollow Drive Dover
44	3425 GLEN HOLLOW DR, DOVER, PA 17315-2792	3425 - 3427 Glen Hollow Drive Dover
45	3431 GLEN HOLLOW DR, DOVER, PA 17315-2792	3431 - 3435 Glen Hollow Drive Dover
46	3103 LONG MEADOW DR, DOVER, PA 17315-5200	3103 - 3105 Long Meadow Drive Dover
47	3107 LONG MEADOW DR, DOVER, PA 17315-5200	3107 - 3108 Long Meadow Drive Dover
48	3109 LONG MEADOW DR, DOVER, PA 17315-5200	3109 - 3110 Long Meadow Drive Dover
49	3113 LONG MEADOW DR, DOVER, PA 17315-5200	3113 - 3114 Long Meadow Drive Dover
50	3115 LONG MEADOW DR, DOVER, PA 17315-5200	3115 - 3116 Long Meadow Drive Dover
51	3119 LONG MEADOW DR, DOVER, PA 17315-5200	3119 - 3120 Long Meadow Drive Dover
52	3121 LONG MEADOW DR, DOVER, PA 17315-5200	3121 - 3122 Long Meadow Drive Dover
53	3125 LONG MEADOW DR, DOVER, PA 17315-5200	3125 - 3126 Long Meadow Drive Dover
54	3127 LONG MEADOW DR, DOVER, PA 17315-5200	3127 - 3128 Long Meadow Drive Dover
55	3131 LONG MEADOW DR, DOVER, PA 17315-5200	3131 - 3133 Long Meadow Drive Dover
56	3134 LONG MEADOW DR, DOVER, PA 17315-5201	3134 - 3136 Long Meadow Drive Dover
57	3137 LONG MEADOW DR, DOVER, PA 17315-5200	3137 - 3139 Long Meadow Drive Dover
58	3140 GLEN HOLLOW DR, DOVER, PA 17315-2779	3140 - 3142 Glen Hollow Drive Dover
59	3143 LONG MEADOW DR, DOVER, PA 17315-5200	3143 - 3146 Long Meadow Drive Dover
60	3147 LONG MEADOW DR, DOVER, PA 17315-5200	3147 - 3148 Long Meadow Drive Dover
61	3151 LONG MEADOW DR, DOVER, PA 17315-5200	3151 - 3152 Long Meadow Drive Dover
62	3153 LONG MEADOW DR, DOVER, PA 17315-5200	3153 - 3154 Long Meadow Drive Dover
63	3104 SUNSHINE DR, DOVER, PA 17315-2796	3104 - 3106 Sunshine Drive Dover

Location #	Location Address	Location Description
64	3107 SUNSHINE DR, DOVER, PA 17315-2795	3107 - 3108 Sunshine Drive Dover
65	3109 SUNSHINE DR, DOVER, PA 17315-2795	3109 - 3110 Sunshine Drive Dover
66	3113 SUNSHINE DR, DOVER, PA 17315-2795	3113 - 3114 Sunshine Drive Dover
67	3115 SUNSHINE DR, DOVER, PA 17315-2795	3115 - 3116 Sunshine Drive Dover
68	3119 SUNSHINE DR, DOVER, PA 17315-2795	3119 - 3120 Sunshine Drive Dover
69	3121 SUNSHINE DR, DOVER, PA 17315-2795	3121 - 3122 Sunshine Drive Dover
70	3125 SUNSHINE DR, DOVER, PA 17315-2795	3125 - 3126 Sunshine Drive Dover
71	3127 SUNSHINE DR, DOVER, PA 17315-2795	3127 - 3128 Sunshine Drive Dover
72	3131 SUNSHINE DR, DOVER, PA 17315-2795	3131 - 3133 Sunshine Drive Dover
73	3134 SUNSHINE DR, DOVER, PA 17315-2796	3134 - 3136 Sunshine Drive Dover
74	3137 SUNSHINE DR, DOVER, PA 17315-2795	3137 - 3139 Sunshine Drive Dover
75	3140 SUNSHINE DR, DOVER, PA 17315-2796	3140 - 3142 Sunshine Drive Dover
76	3143 SUNSHINE DR, DOVER, PA 17315-2795	3143 - 3146 Sunshine Drive Dover
77	3147 SUNSHINE DR, DOVER, PA 17315-2795	3147 - 3148 Sunshine Drive Dover
78	3151 SUNSHINE DR, DOVER, PA 17315-2795	3151 - 3152 Sunshine Drive Dover
79	3153 SUNSHINE DR, DOVER, PA 17315-2795	3153 - 3154 Sunshine Drive Dover
80	1691 WEEPING WILLOW LN, DOVER, PA 17315-2799	1691 - 1693 Weeping Willow Lane Dover
81	1695 WEEPING WILLOW LN, DOVER, PA 17315-2799	1695 - 1697 Weeping Willow Lane Dover
82	1699 WEEPING WILLOW LN, DOVER, PA 17315-2799	1699 - 1701 Weeping Willow Lane Dover
83	1703 WEEPING WILLOW LN, DOVER, PA 17315-5300	1703 - 1705 Weeping Willow Lane Dover
84	1707 WEEPING WILLOW LN, DOVER, PA 17315-5300	1707 - 1709 Weeping Willow Lane Dover
85	1700 WEEPING WILLOW LN, DOVER, PA 17315-2793	1700 - 1713 Weeping Willow Lane Dover
86	1715 WEEPING WILLOW LN, DOVER, PA 17315-5300	1715 - 1717 Weeping Willow Lane Dover
87	1719 WEEPING WILLOW LN, DOVER, PA 17315-2794	1719 - 1720 Weeping Willow Lane Dover
88	1721 WEEPING WILLOW LN, DOVER, PA 17315-2794	1721 - 1722 Weeping Willow Lane Dover
89	1725 WEEPING WILLOW LN, DOVER, PA 17315-2794	1725 - 1717 Weeping Willow Lane Dover
90	1729 WEEPING WILLOW LN, DOVER, PA 17315-2794	1729 - 1731 Weeping Willow Lane Dover

**Class Codes**

Class Code	Classification Description
0331	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units
0331	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units
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Class Code	Classification Description
0331	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units
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**Blanket Summary**

Blanket #	Covered Property	Limit	Cause of Loss	Earthquake Incl	Coinsurance	Premium
1	Building Only	\$50,813,678	Special	No	100%	\$63,063.00
<b>Total Premium</b>						<b>\$63,063.00</b>

**Location 1**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$419.00
<b>Total Premium</b>							<b>\$419.00</b>

**Location 2**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$867.00
<b>Total Premium</b>							<b>\$867.00</b>

**Location 3**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$806.00
<b>Total Premium</b>							<b>\$806.00</b>

**Location 4**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	Duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$908.00
<b>Total Premium</b>							<b>\$908.00</b>

**Location 5**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	Duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$1,006.00
<b>Total Premium</b>							<b>\$1,006.00</b>

**Location 6**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$952.00
<b>Total Premium</b>							<b>\$952.00</b>

**Location 7**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$1,000.00
<b>Total Premium</b>							<b>\$1,000.00</b>



**Location 8**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$740.00</i>
<b>Total Premium</b>							<b>\$740.00</b>

**Location 9**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$823.00</i>
<b>Total Premium</b>							<b>\$823.00</b>

**Location 10**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$714.00</i>
<b>Total Premium</b>							<b>\$714.00</b>



**Location 11**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$868.00
<b>Total Premium</b>							<b>\$868.00</b>

**Location 12**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$974.00
<b>Total Premium</b>							<b>\$974.00</b>

**Location 13**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$857.00
<b>Total Premium</b>							<b>\$857.00</b>

**Location 14**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$697.00
<b>Total Premium</b>							<b>\$697.00</b>

**Location 15**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$832.00
<b>Total Premium</b>							<b>\$832.00</b>

**Location 16**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$777.00
<b>Total Premium</b>							<b>\$777.00</b>

**Location 17**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$722.00
<b>Total Premium</b>							<b>\$722.00</b>

**Location 18**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$779.00
<b>Total Premium</b>							<b>\$779.00</b>

**Location 19**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$829.00
<b>Total Premium</b>							<b>\$829.00</b>

**Location 20**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$676.00
<b>Total Premium</b>							<b>\$676.00</b>

**Location 21**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$639.00
<b>Total Premium</b>							<b>\$639.00</b>

**Location 22**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$563.00
<b>Total Premium</b>							<b>\$563.00</b>

**Location 23**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$860.00
<b>Total Premium</b>							<b>\$860.00</b>

**Location 24**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$725.00
<b>Total Premium</b>							<b>\$725.00</b>

**Location 25**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$722.00
<b>Total Premium</b>							<b>\$722.00</b>

**Location 26**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$728.00
<b>Total Premium</b>							<b>\$728.00</b>

**Location 27**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$588.00
<b>Total Premium</b>							<b>\$588.00</b>

**Location 28**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$645.00
<b>Total Premium</b>							<b>\$645.00</b>

**Location 29**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$723.00
<b>Total Premium</b>							<b>\$723.00</b>

**Location 30**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$586.00
<b>Total Premium</b>							<b>\$586.00</b>

**Location 31**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$664.00
<b>Total Premium</b>							<b>\$664.00</b>

**Location 32**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$777.00</i>
<b>Total Premium</b>							<b>\$777.00</b>

**Location 33**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$701.00</i>
<b>Total Premium</b>							<b>\$701.00</b>

**Location 34**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$648.00</i>
<b>Total Premium</b>							<b>\$648.00</b>



**Location 35**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$697.00
<b>Total Premium</b>							<b>\$697.00</b>

**Location 36**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$580.00
<b>Total Premium</b>							<b>\$580.00</b>

**Location 37**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$661.00
<b>Total Premium</b>							<b>\$661.00</b>

**Location 38**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$642.00</i>
<b>Total Premium</b>							<b>\$642.00</b>

**Location 39**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$722.00</i>
<b>Total Premium</b>							<b>\$722.00</b>

**Location 40**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$588.00</i>
<b>Total Premium</b>							<b>\$588.00</b>

**Location 41**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$576.00</i>
<b>Total Premium</b>							<b>\$576.00</b>

**Location 42**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$533.00</i>
<b>Total Premium</b>							<b>\$533.00</b>

**Location 43**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$611.00</i>
<b>Total Premium</b>							<b>\$611.00</b>

**Location 44**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$611.00
<b>Total Premium</b>							<b>\$611.00</b>

**Location 45**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$675.00
<b>Total Premium</b>							<b>\$675.00</b>

**Location 46**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$722.00
<b>Total Premium</b>							<b>\$722.00</b>

**Location 47**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$703.00</i>
<b>Total Premium</b>							<b>\$703.00</b>

**Location 48**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$694.00</i>
<b>Total Premium</b>							<b>\$694.00</b>

**Location 49**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$692.00</i>
<b>Total Premium</b>							<b>\$692.00</b>

**Location 50**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$731.00
<b>Total Premium</b>							<b>\$731.00</b>

**Location 51**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$717.00
<b>Total Premium</b>							<b>\$717.00</b>

**Location 52**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$690.00
<b>Total Premium</b>							<b>\$690.00</b>

**Location 53**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$605.00</i>
<b>Total Premium</b>							<b>\$605.00</b>

**Location 54**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$697.00</i>
<b>Total Premium</b>							<b>\$697.00</b>

**Location 55**

Building #	Class Description	Building Description
1	<i>Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units</i>	<i>duplex</i>

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	<i>Building Limit</i>	<i>Included in Blanket 1</i>	<i>\$5,000</i>	<i>Blanket Cause of Loss Applies</i>	<i>Included in Blanket 1</i>	<i>Replacement Cost</i>	<i>\$788.00</i>
<b>Total Premium</b>							<b>\$788.00</b>

**Location 56**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$754.00
<b>Total Premium</b>							<b>\$754.00</b>

**Location 57**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$588.00
<b>Total Premium</b>							<b>\$588.00</b>

**Location 58**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$644.00
<b>Total Premium</b>							<b>\$644.00</b>



**Location 59**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$682.00
<b>Total Premium</b>							<b>\$682.00</b>

**Location 60**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$722.00
<b>Total Premium</b>							<b>\$722.00</b>

**Location 61**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$729.00
<b>Total Premium</b>							<b>\$729.00</b>

**Location 62**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$589.00
<b>Total Premium</b>							<b>\$589.00</b>

**Location 63**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$731.00
<b>Total Premium</b>							<b>\$731.00</b>

**Location 64**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$666.00
<b>Total Premium</b>							<b>\$666.00</b>

**Location 65**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$645.00
<b>Total Premium</b>							<b>\$645.00</b>

**Location 66**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$690.00
<b>Total Premium</b>							<b>\$690.00</b>

**Location 67**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$678.00
<b>Total Premium</b>							<b>\$678.00</b>

**Location 68**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$677.00
<b>Total Premium</b>							<b>\$677.00</b>

**Location 69**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$678.00
<b>Total Premium</b>							<b>\$678.00</b>

**Location 70**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$562.00
<b>Total Premium</b>							<b>\$562.00</b>

**Location 71**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$529.00
<b>Total Premium</b>							<b>\$529.00</b>

**Location 72**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$752.00
<b>Total Premium</b>							<b>\$752.00</b>

**Location 73**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$797.00
<b>Total Premium</b>							<b>\$797.00</b>

**Location 74**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$556.00
<b>Total Premium</b>							<b>\$556.00</b>

**Location 75**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$677.00
<b>Total Premium</b>							<b>\$677.00</b>

**Location 76**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$737.00
<b>Total Premium</b>							<b>\$737.00</b>

**Location 77**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$745.00
<b>Total Premium</b>							<b>\$745.00</b>

**Location 78**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$589.00
<b>Total Premium</b>							<b>\$589.00</b>

**Location 79**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$582.00
<b>Total Premium</b>							<b>\$582.00</b>

**Location 80**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$692.00
<b>Total Premium</b>							<b>\$692.00</b>

**Location 81**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$588.00
<b>Total Premium</b>							<b>\$588.00</b>

**Location 82**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$733.00
<b>Total Premium</b>							<b>\$733.00</b>



**Location 83**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$715.00
<b>Total Premium</b>							<b>\$715.00</b>

**Location 84**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$719.00
<b>Total Premium</b>							<b>\$719.00</b>

**Location 85**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$692.00
<b>Total Premium</b>							<b>\$692.00</b>

**Location 86**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$645.00
<b>Total Premium</b>							<b>\$645.00</b>

**Location 87**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$645.00
<b>Total Premium</b>							<b>\$645.00</b>

**Location 88**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$645.00
<b>Total Premium</b>							<b>\$645.00</b>

**Location 89**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$548.00
<b>Total Premium</b>							<b>\$548.00</b>

**Location 90**

Building #	Class Description	Building Description
1	Condominiums - residential (association risk only) - without mercantile occupancies - Up to 10 units	duplex

**Location Coverages**

Building #	Coverage	Limit	Deductible	Cause of Loss	Coinsurance	Loss Payment Basis	Premium
1	Building Limit	Included in Blanket 1	\$5,000	Blanket Cause of Loss Applies	Included in Blanket 1	Replacement Cost	\$692.00
<b>Total Premium</b>							<b>\$692.00</b>

**Property Coverages**

Coverages	Limit	Limit Basis	Premium
Equipment Breakdown with TechAdvantage \$5,000 Deductible	Included		\$1,626.00
Sub Limits for Data Restoration, Expediting Expenses, Hazardous Substances, and Spoilage	\$50,000		Included
<b>Total Premium</b>			<b>\$1,626.00</b>

# State Auto PEAK Series

## State Auto PEAK Series for Property

Coverages	Limit	Limit Basis	Premium
State Auto PEAK Series for Property			\$3,075.00
<b>BUILDING AND PERSONAL PROPERTY COVERAGE FORM CHANGES</b>			
Accounts Receivable	\$100,000	Per Occurrence	Included
Additional Covered Property	\$100,000		Included
Amended Description – Fire Extinguishing Equipment	Included		Included
Amended Description – Premises	1,000 Feet		Included
Arson & Theft Information Reward	\$25,000	Per Occurrence	Included
Appurtenant Structures	\$25,000 or 10% of Building Limit whichever is less	Per Location	Included
Brands and Labels	Included		Included
Building Exterior Glass Deductible	\$500		Included
Building Limit Automatic Increase (Inflation Guard)	4%		\$0.00
Business Personal Property – Automatic Increase	4%		\$0.00
Business Personal Property Limit – Seasonal Automatic Increase	25%		Included
Business Personal Property – Temporarily in Portable Storage Units	\$25,000	Per Occurrence	Included
Claim Data Expense	\$10,000	Per Occurrence	Included
Computer Coverage	\$25,000	Per Occurrence	Included
Computer Coverage – Worldwide Laptop	\$25,000	Per Occurrence	Included
Consequential Damage	\$25,000	Per Occurrence	Included
Credit Card Slips	\$15,000	Per Occurrence	Included
Debris Removal	\$100,000	Per Occurrence	Included
Difference In Value - Leased Equipment	Included		Included
Discharge from Sewer, Drain, Sump (not Flood related) - Including Indirect Damage	\$500,000	Per Occurrence	\$3581.00
Fine Arts	\$25,000	Per Location	Included
Fire Department Service Charge	\$25,000	Per Occurrence	Included
Fire Extinguisher Recharge	Included	Per Occurrence	Included
Leasehold Interest in Improvements And Betterments	Included		Included

Coverages	Limit	Limit Basis	Premium
Lock & Key Replacement	\$5,000	Per Occurrence	Included
Inventory and Appraisal Expense	\$10,000	Per Occurrence	Included
Newly Acquired or Constructed Property – Building	\$1,000,000 / 90 days		Included
Newly Acquired Property – Business Personal Property	\$500,000 / 90 days		Included
Non-Owned Detached Trailers	\$25,000	Per Occurrence	Included
Ordinance or Law - A	Building Limit		Included
Ordinance or Law - B & C (Combined Limit)	\$1,000,000	Per Occurrence	\$2120.00
Outdoor Property	\$25,000 / \$1,000	Per Occurrence/ Per Item	Included
Outdoor Signs	\$50,000	Per Occurrence	Included
Personal Effects	\$50,000	Per Policy Period	Included
Property of Others	\$50,000	Per Occurrence	Included
Pollutant Clean Up And Removal	\$50,000	Per Occurrence	Included
Property Off Premises	\$50,000	Per Occurrence	Included
Storage Of Duplicate Data And Records	\$50,000	Per Occurrence	Included
Tenant Lease Obligations – Exterior Building Glass	\$25,000	Per Occurrence	Included
Tenant Lease Obligations – Real Property Other Than Exterior Building Glass	\$25,000	Per Location	Included
Utility Services – Direct Damage	\$25,000	Per Occurrence	Included
Utility Services - Direct Damage - Overhead Lines	Not Included		
Valuable Papers & Records	\$100,000	Per Occurrence	Included
Valuation Provision - Small Losses <5k	Included		Included
<b>CAUSES OF LOSS – SPECIAL FORM CHANGES</b>			
Additional Coverage – Limited Coverage, “Fungus”, Wet Rot, Dry Rot and Bacteria	\$25,000	Per Occurrence	Included
Property In Transit	\$25,000	Per Occurrence	Included
<b>BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM CHANGES</b>			
Business Income and Extra Expense	\$75,000	Per Occurrence	Included
Extended Period of Indemnity	90	Days	Included
Business Income from Dependent Properties	\$75,000	Per Occurrence	Included
Coinsurance	Not Applicable		
Ingress/Egress	\$50,000	Per Occurrence	Included
Newly Acquired Locations	\$500,000	Per Occurrence	Included

Coverages	Limit	Limit Basis	Premium
Ordinance or Law – Increased Period of Restoration	Included		Included
Premises Boundary	1,000 feet		Included
Utility Services - Time Element	\$25,000	Per Occurrence	Included
Utility Services - Time Element - Overhead Lines	Not Included		
<b>Total Premium</b>			<b>\$8,776.00</b>

### State Auto PEAK Series For Crime

Coverages	Limit	Limit Basis	Premium
State Auto PEAK Series For Crime			\$575.00
Employee Theft	\$350,000	Per Occurrence	\$260.00
Computer and Funds Transfer Fraud	\$10,000	Per Occurrence	Included
Forgery or Alteration	\$10,000	Per Occurrence	Included
Money and Securities (Inside and Outside)	\$10,000	Per Occurrence	Included
Money Orders and Counterfeit Money	\$10,000	Per Occurrence	Included
Social Engineering Fraud	\$10,000	Per Occurrence	Included
<b>Total Premium</b>			<b>\$835.00</b>

### State Auto PEAK Series for Habitational Property

Coverages	Limit	Limit Basis	Premium
State Auto PEAK Series For Habitational Property			\$350.00
Tenant Move-Back Expenses	\$25,000	Per Policy Period	Included
Employee Theft of Tenant Property	\$10,000	Per Occurrence	Included
Paved Surfaces	\$50,000	Per Policy Period	Included
<b>Total Premium</b>			<b>\$350.00</b>

### Mortgageholders

Location	Building	Order of Precedence	Name	Address
65	1	First Mortgagee	SELECT PORTFOLIO	po box 7277, SPRINGFIELD, OH 45501

### Your Forms and Endorsements

Number	Edition Date	Name
CP 00 17	10/12	Condominium Association Coverage Form
CP 00 30	10/12	Business Income (And Extra Expense) Coverage Form
CP 00 90	07/88	Commercial Property Conditions

Number	Edition Date	Name
CP 01 07	06/95	Condominium Additional Provisions
CP 01 40	07/06	Exclusion Of Loss Due To Virus Or Bacteria
CP 10 30	09/17	Causes Of Loss - Special Form
IL 01 66	09/07	Pennsylvania Changes - Actual Cash Value
IL 01 72	09/07	Pennsylvania Changes
IL 09 52	01/15	Cap On Losses From Certified Acts Of Terrorism
SP 00 19	09/16	Equipment And Technology Breakdown Coverage
SP 60 00	01/22	State Auto PEAK Series for Property
SP 60 04	01/21	State Auto PEAK Series for Habitational
SP 60 14	01/18	State Auto PEAK Series for Crime

## Statement of Values

Location #	Building #	Coverage	Limit	Full Value
1	1	Condominium Association		\$319,316
2	1	Condominium Association		\$719,293
3	1	Condominium Association		\$660,770
4	1	Condominium Association		\$758,171
5	1	Condominium Association		\$858,666
6	1	Condominium Association		\$793,738
7	1	Condominium Association		\$849,030
8	1	Condominium Association		\$600,411
9	1	Condominium Association		\$674,424
10	1	Condominium Association		\$570,103
11	1	Condominium Association		\$719,702
12	1	Condominium Association		\$826,529
13	1	Condominium Association		\$711,337
14	1	Condominium Association		\$555,545
15	1	Condominium Association		\$682,036
16	1	Condominium Association		\$629,894
17	1	Condominium Association		\$574,894
18	1	Condominium Association		\$632,460
19	1	Condominium Association		\$679,903
20	1	Condominium Association		\$533,093
21	1	Condominium Association		\$503,651
22	1	Condominium Association		\$457,774

Location #	Building #	Coverage	Limit	Full Value
23	1	Condominium Association		\$712,936
24	1	Condominium Association		\$578,285
25	1	Condominium Association		\$575,103
26	1	Condominium Association		\$580,083
27	1	Condominium Association		\$480,146
28	1	Condominium Association		\$509,740
29	1	Condominium Association		\$576,004
30	1	Condominium Association		\$478,083
31	1	Condominium Association		\$523,500
32	1	Condominium Association		\$629,108
33	1	Condominium Association		\$558,950
34	1	Condominium Association		\$510,761
35	1	Condominium Association		\$555,228
36	1	Condominium Association		\$471,007
37	1	Condominium Association		\$521,355
38	1	Condominium Association		\$506,993
39	1	Condominium Association		\$574,894
40	1	Condominium Association		\$480,146
41	1	Condominium Association		\$467,408
42	1	Condominium Association		\$423,585
43	1	Condominium Association		\$498,740
44	1	Condominium Association		\$498,740
45	1	Condominium Association		\$532,881
46	1	Condominium Association		\$574,999
47	1	Condominium Association		\$560,860
48	1	Condominium Association		\$553,040
49	1	Condominium Association		\$546,065
50	1	Condominium Association		\$582,884
51	1	Condominium Association		\$572,506
52	1	Condominium Association		\$543,978
53	1	Condominium Association		\$494,359
54	1	Condominium Association		\$549,903
55	1	Condominium Association		\$638,472
56	1	Condominium Association		\$612,187
57	1	Condominium Association		\$480,146



Location #	Building #	Coverage	Limit	Full Value
58	1	Condominium Association		\$508,123
59	1	Condominium Association		\$537,636
60	1	Condominium Association		\$574,894
61	1	Condominium Association		\$581,191
62	1	Condominium Association		\$481,776
63	1	Condominium Association		\$582,989
64	1	Condominium Association		\$525,597
65	1	Condominium Association		\$509,740
66	1	Condominium Association		\$550,114
67	1	Condominium Association		\$534,213
68	1	Condominium Association		\$533,895
69	1	Condominium Association		\$535,333
70	1	Condominium Association		\$456,302
71	1	Condominium Association		\$420,428
72	1	Condominium Association		\$609,405
73	1	Condominium Association		\$653,155
74	1	Condominium Association		\$451,370
75	1	Condominium Association		\$533,895
76	1	Condominium Association		\$588,061
77	1	Condominium Association		\$603,939
78	1	Condominium Association		\$480,746
79	1	Condominium Association		\$472,151
80	1	Condominium Association		\$552,725
81	1	Condominium Association		\$480,146
82	1	Condominium Association		\$584,096
83	1	Condominium Association		\$570,494
84	1	Condominium Association		\$573,678
85	1	Condominium Association		\$546,065
86	1	Condominium Association		\$509,740
87	1	Condominium Association		\$509,740
88	1	Condominium Association		\$509,740
89	1	Condominium Association		\$442,421
90	1	Condominium Association		\$546,065
			<b>Total Limit</b>	<b>\$0 Total Value \$50,813,678</b>

## Commercial General Liability Declarations

### Commercial General Liability - Limits of Insurance

<i>Limits of Insurance</i>	<i>Limit</i>
<i>Each Occurrence Limit</i>	<i>\$1,000,000</i>
<i>Prods/Compltd Ops Aggregate Limit</i>	<i>\$2,000,000</i>
<i>Personal And Advertising Injury Limit</i>	<i>\$1,000,000</i>
<i>General Aggregate Limit</i>	<i>\$2,000,000</i>
<i>Premises/Operations PD Deductible</i>	<i>No Deductible</i>
<i>Products/ Completed Operations PD Deductible</i>	<i>No Deductible</i>
<i>Premises/Operations BI Deductible</i>	<i>No Deductible</i>
<i>Products/ Completed Operations BI Deductible</i>	<i>No Deductible</i>
<i>Medical Payments Limit</i>	<i>\$5,000</i>
<i>Damage To Premises Rented To You Limit</i>	<i>\$100,000</i>

**Cybersecure Coverage - Limits of Insurance**

**NETWORK SECURITY LIABILITY PROVIDES CLAIMS-MADE COVERAGE  
PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY.**

**SECTION 1 – COMPUTER ATTACK AND CYBER  
EXTORTION**

Computer Attack Limit and Cyber Extortion Limit	\$ 100,000	Annual Aggregate
Sublimits		
Data Recreation	\$ 5,000	Per Occurrence
Loss of Business	\$ 10,000	Per Occurrence
Public Relations	\$ 5,000	Per Occurrence
Cyber Extortion Expenses	\$ 25,000	Per Occurrence
Computer Attack and Cyber Extortion Deductible	\$ 1,000	Per Occurrence

**SECTION 2 – NETWORK SECURITY LIABILITY**

Cyber Liability Limit	\$ 100,000	Annual Aggregate
Cyber Liability Deductible	\$ 1,000	Per Occurrence
Cyber Liability Optional Coverage		
3rd Party Business Information	Included	
Electronic Media Liability	Included	

**Cybersecure Coverage Premium \$307.00**

**Location Details**

Location #	Location Address
1	3411 CARDINAL LN, DOVER, PA 17315-2747
2	3415 CARDINAL LN, DOVER, PA 17315-2747
3	3419 CARDINAL LN, DOVER, PA 17315-2747
4	3423 CARDINAL LN, DOVER, PA 17315-2747
5	3427 CARDINAL LN, DOVER, PA 17315-2747
6	3431 CARDINAL LN, DOVER, PA 17315-2747
7	3435 CARDINAL LN, DOVER, PA 17315-2747
8	3501 CARDINAL LN, DOVER, PA 17315-2749
9	3371 FALCON LN, DOVER, PA 17315-5301
10	3377 FALCON LN, DOVER, PA 17315-5301
11	3383 FALCON LN, DOVER, PA 17315-5301
12	3300 GLEN HOLLOW DR, DOVER, PA 17315-2789
13	3302 GLEN HOLLOW DR, DOVER, PA 17315-2789
14	3306 GLEN HOLLOW DR, DOVER, PA 17315-2789
15	3308 GLEN HOLLOW DR, DOVER, PA 17315-2789
16	3312 GLEN HOLLOW DR, DOVER, PA 17315-2789
17	3314 GLEN HOLLOW DR, DOVER, PA 17315-2789
18	3318 GLEN HOLLOW DR, DOVER, PA 17315-2789
19	3320 GLEN HOLLOW DR, DOVER, PA 17315-2789
20	3324 GLEN HOLLOW DR, DOVER, PA 17315-2789
21	3326 GLEN HOLLOW DR, DOVER, PA 17315-2789
22	3330 GLEN HOLLOW DR, DOVER, PA 17315-2789
23	3332 GLEN HOLLOW DR, DOVER, PA 17315-2789
24	3337 GLEN HOLLOW DR, DOVER, PA 17315-2788
25	3342 GLEN HOLLOW DR, DOVER, PA 17315-2789
26	3344 GLEN HOLLOW DR, DOVER, PA 17315-2789
27	3348 GLEN HOLLOW DR, DOVER, PA 17315-2789
28	3350 GLEN HOLLOW DR, DOVER, PA 17315-2789
29	3355 GLEN HOLLOW DR, DOVER, PA 17315-2788
30	3360 GLEN HOLLOW DR, DOVER, PA 17315-2789
31	3362 GLEN HOLLOW DR, DOVER, PA 17315-2789
32	3372 GLEN HOLLOW DR, DOVER, PA 17315-2789
33	3374 GLEN HOLLOW DR, DOVER, PA 17315-2789
34	3379 GLEN HOLLOW DR, DOVER, PA 17315-2788

Location #	Location Address
35	3385 GLEN HOLLOW DR, DOVER, PA 17315-2788
36	3391 GLEN HOLLOW DR, DOVER, PA 17315-2788
37	3401 GLEN HOLLOW DR, DOVER, PA 17315-2792
38	3403 GLEN HOLLOW DR, DOVER, PA 17315-2792
39	3407 GLEN HOLLOW DR, DOVER, PA 17315-2792
40	3412 GLEN HOLLOW DR, DOVER, PA 17315-2790
41	3414 GLEN HOLLOW DR, DOVER, PA 17315-2790
42	3419 GLEN HOLLOW DR, DOVER, PA 17315-2792
43	3422 GLEN HOLLOW DR, DOVER, PA 17315-2791
44	3425 GLEN HOLLOW DR, DOVER, PA 17315-2792
45	3431 GLEN HOLLOW DR, DOVER, PA 17315-2792
46	3103 LONG MEADOW DR, DOVER, PA 17315-5200
47	3107 LONG MEADOW DR, DOVER, PA 17315-5200
48	3109 LONG MEADOW DR, DOVER, PA 17315-5200
49	3113 LONG MEADOW DR, DOVER, PA 17315-5200
50	3115 LONG MEADOW DR, DOVER, PA 17315-5200
51	3119 LONG MEADOW DR, DOVER, PA 17315-5200
52	3121 LONG MEADOW DR, DOVER, PA 17315-5200
53	3125 LONG MEADOW DR, DOVER, PA 17315-5200
54	3127 LONG MEADOW DR, DOVER, PA 17315-5200
55	3131 LONG MEADOW DR, DOVER, PA 17315-5200
56	3134 LONG MEADOW DR, DOVER, PA 17315-5201
57	3137 LONG MEADOW DR, DOVER, PA 17315-5200
58	3140 GLEN HOLLOW DR, DOVER, PA 17315-2779
59	3143 LONG MEADOW DR, DOVER, PA 17315-5200
60	3147 LONG MEADOW DR, DOVER, PA 17315-5200
61	3151 LONG MEADOW DR, DOVER, PA 17315-5200
62	3153 LONG MEADOW DR, DOVER, PA 17315-5200
63	3104 SUNSHINE DR, DOVER, PA 17315-2796
64	3107 SUNSHINE DR, DOVER, PA 17315-2795
65	3109 SUNSHINE DR, DOVER, PA 17315-2795
66	3113 SUNSHINE DR, DOVER, PA 17315-2795
67	3115 SUNSHINE DR, DOVER, PA 17315-2795
68	3119 SUNSHINE DR, DOVER, PA 17315-2795
69	3121 SUNSHINE DR, DOVER, PA 17315-2795

Location #	Location Address
70	3125 SUNSHINE DR, DOVER, PA 17315-2795
71	3127 SUNSHINE DR, DOVER, PA 17315-2795
72	3131 SUNSHINE DR, DOVER, PA 17315-2795
73	3134 SUNSHINE DR, DOVER, PA 17315-2796
74	3137 SUNSHINE DR, DOVER, PA 17315-2795
75	3140 SUNSHINE DR, DOVER, PA 17315-2796
76	3143 SUNSHINE DR, DOVER, PA 17315-2795
77	3147 SUNSHINE DR, DOVER, PA 17315-2795
78	3151 SUNSHINE DR, DOVER, PA 17315-2795
79	3153 SUNSHINE DR, DOVER, PA 17315-2795
80	1691 WEEPING WILLOW LN, DOVER, PA 17315-2799
81	1695 WEEPING WILLOW LN, DOVER, PA 17315-2799
82	1699 WEEPING WILLOW LN, DOVER, PA 17315-2799
83	1703 WEEPING WILLOW LN, DOVER, PA 17315-5300
84	1707 WEEPING WILLOW LN, DOVER, PA 17315-5300
85	1700 WEEPING WILLOW LN, DOVER, PA 17315-2793
86	1715 WEEPING WILLOW LN, DOVER, PA 17315-5300
87	1719 WEEPING WILLOW LN, DOVER, PA 17315-2794
88	1721 WEEPING WILLOW LN, DOVER, PA 17315-2794
89	1725 WEEPING WILLOW LN, DOVER, PA 17315-2794
90	1729 WEEPING WILLOW LN, DOVER, PA 17315-2794

**Class Codes**

Class Code	Classification Description
62003	<i>Condominiums - residential - (association risk only) (Product-Completed operations are included, Subject to General Aggregate Limit)</i>

**Premium and Rates by Class - Commercial General Liability**

Location #	Class Code	Premium basis		Rate		Advance Premium		Total Premium
		Prem /Ops	Prod/Comp	Prem /Ops	Prod/Comp	Prem/Ops	Prod/Comp	
1	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
2	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
3	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
4	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
5	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
6	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00

Location #	Class Code	Premium basis		Rate		Advance Premium		Total Premium
		Prem /Ops	Prod/Comp	Prem /Ops	Prod/Comp	Prem/Ops	Prod/Comp	
7	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
8	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
9	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
10	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
11	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
12	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
13	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
14	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
15	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
16	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
17	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
18	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
19	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
20	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
21	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
22	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
23	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
24	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
25	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
26	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
27	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
28	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
29	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
30	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
31	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
32	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
33	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
34	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
35	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
36	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
37	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
38	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
39	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
40	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00

Location #	Class Code	Premium basis		Rate		Advance Premium		Total Premium
		Prem /Ops	Prod/Comp	Prem /Ops	Prod/Comp	Prem/Ops	Prod/Comp	
41	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
42	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
43	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
44	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
45	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
46	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
47	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
48	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
49	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
50	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
51	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
52	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
53	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
54	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
55	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
56	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
57	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
58	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
59	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
60	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
61	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
62	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
63	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
64	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
65	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
66	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
67	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
68	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
69	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
70	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
71	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
72	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
73	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
74	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00



Location #	Class Code	Premium basis		Rate		Advance Premium		Total Premium
		Prem /Ops	Prod/Comp	Prem /Ops	Prod/Comp	Prem/Ops	Prod/Comp	
75	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
76	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
77	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
78	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
79	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
80	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
81	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
82	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
83	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
84	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
85	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
86	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
87	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
88	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
89	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
90	62003	2 Units	Included	72.89	0.00	\$146.00	\$0.00	\$146.00
<b>Advance Premium</b>						<b>\$13,140.00</b>	<b>\$0.00</b>	<b>\$13,140.00</b>

**Liability Coverages - Commercial General Liability**

Coverage	Limit	Premium
Amendment Of Insured Contract Definition		
Amendment of Contractual Liability Exclusion		
Broad Abuse or Molestation Exclusion		
Cannabis Exclusion With Limited Exception For CBD, Hemp and Lessors Risk		
Cap On Losses From Certified Acts Of Terrorism		
Data Compromise Plus		\$266.00
Data Compromise Response Expenses Limit	\$100,000	
Data Compromise Defense and Liability Limit	\$100,000	
Regulatory Fines and Penalties	\$10,000	
PCI Fines and Penalties	\$10,000	
Deductible	\$2,500	
Employment-Related Practices Exclusion		
Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited BI Exception		
Exclusion - Asbestos		

Coverage	Limit	Premium
<i>Exclusion - Biometric Privacy Information</i>		
<i>Exclusion - Lead Liability</i>		
<i>Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism</i>		
<i>Exclusion-Perfluorinated Compounds (PFC) Or Perfluoroalkyl And Polyfluoroalkyl Substances (PFCS)</i>		
<i>Hired and Non-owned Auto Liability</i>		\$215.00
<i>Number of Employee(s): 12</i>		
<i>Limited Fungi Or Bacteria</i>		\$132.00
<i>Fungi and Bacteria Aggregate Limit</i>	\$25,000	
<i>Punitive Damages Exclusion</i>		
<b>Total Premium</b>		<b>\$613.00</b>

## State Auto PEAK Series

### State Auto PEAK Series for Liability

Coverages	Limit	Premium
State Auto PEAK Series for Liability		\$197.00
Broadened Damage to Premises Rented to You		
Limit	\$500,000	
Amended Supplementary Payments	Included	
Additional Insured - Broad Form Vendors	Included	
Additional Insured - Manager Or Lessors Of Premises	Included	
Additional Insured - Grantor Of Franchise	Included	
Additional Insured – Required By Non-construction Contract or Agreement	Included	
Automatic Insured Status For Newly Acquired Or Formed LLC	Included	
Additional Insured - Lessors of Equipment	Included	
Alienated Premises Amendment	Included	
Broadened Non-Owned Watercraft	Included	
Broadened Mobile Equipment Definition	Included	
Broadened Bodily Injury	Included	
Expected Or Intended Property Damage	Included	
Fellow Employee Coverage	Included	
Incidental Health Care Malpractice Liability	Included	
Primary And Noncontributory - Other Insurance	Included	
Project/Location General Aggregate	Included	
Project/Location Product-Completed Operations Aggregate	Included	
Unintentional Failure to Disclose All Hazards	Included	
Unmanned Aircraft Coverage	Included	
Waiver of Transfer Of Rights Of Recovery Against Others	Included	
<b>Total Premium</b>		<b>\$197.00</b>

**State Auto PEAK Series for Habitational Liability**

Coverages	Limit	Premium
State Auto PEAK Series for habitational Liability		\$200.00
Tenants' Property Legal Liability Coverage	Included	
Lock-out or Sale, Removal and Disposal Liability Coverage	Included	
<b>Total Premium</b>		<b>\$200.00</b>

**Additional Interests**

Number	Name	Basis	Premium
CG 01 27	Condominiums		
CG 01 27	Condominiums		
CG 01 27	Condominiums		
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Number	Name	Basis	Premium
CG 01 27	Condominiums		
CG 01 27	Condominiums		
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CG 01 27	Condominiums		
CG 01 27	Condominiums		



## Your Forms and Endorsements

### Commercial General Liability

Number	Edition Date	Name
CG 00 01	04/13	Commercial General Liability Coverage Form - Occurrence Version
SL 20 51	09/18	Amendment Of Contractual Liability Exclusion
CG 24 26	04/13	Amendment Of Insured Contract Definition
SL 00 65	09/18	Amendment Of Occurrence
SL 20 02	09/18	Asbestos Exclusion
CG 40 28	09/22	Broad Abuse or Molestation Exclusion
SL 10 35	01/23	Cannabis Exclusion With Limited Exception For CBD, Hemp and Lessors Risk
CG 21 70	01/15	Cap On Losses From Certified Acts Of Terrorism
CG 01 27	11/85	Condominiums
SL 31 00	01/25	Data Compromise Plus
CG 21 47	12/07	Employment-Related Practices Exclusion
CG 21 06	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - With Limited Bodily Injury Exception
SI 01 00	01/22	Exclusion - Biometric Privacy Information
SL 20 04	09/18	Exclusion - Lead Liability
CG 21 76	01/15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
SL 20 67	01/23	Exclusion-Perfluorinated Compounds (PFC) Or Perfluoroalkyl And Polyfluoroalkyl Substances (PFCS)
SL 11 05	10/18	Hired And Non-Owned Auto Liability
CG 24 25	12/04	Limited Fungi Or Bacteria Coverage
IL 00 21	09/08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 02 46	09/07	Pennsylvania Changes - Cancellation And Nonrenewal
SL 20 50	09/18	Punitive Damages Exclusion
SL 60 04	01/23	State Auto PEAK Series for Habitational Liability
SL 60 00	01/23	State Auto PEAK Series for Liability
SL 10 02	09/18	Two Or More Coverage Forms

### CyberSecure

Number	Edition Date	Name
CY 00 01	01/25	Cybersecure Coverage Form
CY 50 00	01/19	Cybersecure Coverage Declarations
CY 01 37	06/16	Pennsylvania Changes

**Notices**

Number	Edition Date	Name
PN 07 63	01/23	Important Notice To Policyholder





**Policy Number: 10163598CP**

## CYBERSECURE COVERAGE DECLARATIONS

NETWORK SECURITY LIABILITY PROVIDES CLAIMS-MADE COVERAGE

PLEASE READ THE ENTIRE COVERAGE FORM CAREFULLY.

**Policy Number:** 10163598CP  
**Account Number:** 100624279C  
**Named Insured:** Stonebridge Crossing Condominium

### **SECTION 1 – COMPUTER ATTACK AND CYBER EXTORTION**

Computer Attack Limit and Cyber Extortion Limit	\$ 100,000	Annual Aggregate
Sublimits		
Data Recreation	\$ 5,000	Per Occurrence
Loss of Business	\$ 10,000	Per Occurrence
Public Relations	\$ 5,000	Per Occurrence
Cyber Extortion Expenses	\$ 25,000	Per Occurrence
Computer Attack and Cyber Extortion Deductible	\$ 1,000	Per Occurrence

### **SECTION 2 – NETWORK SECURITY LIABILITY**

Cyber Liability Limit	\$ 100,000	Annual Aggregate
Cyber Liability Deductible	\$ 1,000	Per Occurrence
Cyber Liability Optional Coverage		
3 <sup>rd</sup> Party Business Information	Included	
Electronic Media Liability	Included	

ESTIMATED PREMIUM FOR THIS COVERAGE FORM: \$ 307

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this 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. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. 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.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. 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.

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

## **PENNSYLVANIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The **Cancellation** Common Policy Condition is replaced by the following:

### **CANCELLATION**

**1.** The first Named Insured shown in the Declarations may cancel this policy by writing or giving notice of cancellation.

**2. Cancellation Of Policies In Effect For Less Than 60 Days**

We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.

**3. Cancellation Of Policies In Effect For 60 Days Or More**

If this policy has been in effect for 60 days or more or if this policy is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

**a.** You have made a material misrepresentation which affects the insurability of the risk. Notice of cancellation will be mailed or delivered at least 15 days before the effective date of cancellation.

**b.** You have failed to pay a premium when due, whether the premium is payable directly to us or our agents or indirectly under a premium finance plan or extension of credit. Notice of cancellation will be mailed at least 15 days before the effective date of cancellation.

**c.** A condition, factor or loss experience material to insurability has changed substantially or a substantial condition, factor or loss experience material to insurability has become known during the policy period. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

**d.** Loss of reinsurance or a substantial decrease in reinsurance has occurred, which loss or decrease, at the time of cancellation, shall be certified to the Insurance Commissioner as directly affecting in-force policies. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

- e. Material failure to comply with policy terms, conditions or contractual duties. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.
- f. Other reasons that the Insurance Commissioner may approve. Notice of cancellation will be mailed or delivered at least 60 days before the effective date of cancellation.

This policy may also be cancelled from inception upon discovery that the policy was obtained through fraudulent statements, omissions or concealment of facts material to the acceptance of the risk or to the hazard assumed by us.

- 4. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. Notice of cancellation will state the specific reasons for cancellation.
- 5. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will be returned within 10 business days after the effective date of cancellation. If the first Named Insured cancels, the refund may be less than pro rata and will be returned within 30 days after the effective date of cancellation. The cancellation will be effective even if we have not made or offered a refund.

7. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**B.** The following are added and supersede any provisions to the contrary:

**1. Nonrenewal**

If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal, stating the specific reasons for nonrenewal, to the first Named Insured at least 60 days before the expiration date of the policy.

**2. Increase Of Premium**

If we increase your renewal premium, we will mail or deliver to the first Named Insured written notice of our intent to increase the premium at least 30 days before the effective date of the premium increase.

Any notice of nonrenewal or renewal premium increase will be mailed or delivered to the first Named Insured's last known address. If notice is mailed, it will be by registered or first class mail. Proof of mailing will be sufficient proof of notice.

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

## **DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT**

### **SCHEDULE**

<p><b>SCHEDULE – PART I</b></p> <p><b>Terrorism Premium (Certified Acts)    \$ 892.00</b></p> <p><b>This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):</b></p> <p>The terrorism premium and applicable Coverages displayed on the declaration pages of this policy represent the charge for Terrorism Coverage for this policy term.</p> <p><b>Additional information, if any, concerning the terrorism premium:</b></p>
<p><b>SCHEDULE – PART II</b></p> <p><b>Federal share of terrorism losses    80%    Year: 2020 and later</b></p> <p>(Refer to Paragraph <b>B.</b> in this endorsement.)</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make

any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



## CONDOMINIUM ASSOCIATION COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **H**. Definitions.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, **A.1.**, and limited in **A.2**. Property Not Covered, if a Limit Of Insurance is shown in the Declarations for that type of property.

**a. Building**, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, outside of individual units, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering that are not contained within individual units;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;

(b) Materials, equipment, supplies, and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure; and

(6) Any of the following types of property contained within a unit, regardless of ownership, if your Condominium Association Agreement requires you to insure it:

- (a) Fixtures, improvements and alterations that are a part of the building or structure; and
- (b) Appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

But Building does not include personal property owned by, used by or in the care, custody or control of a unit-owner except for personal property listed in Paragraph **A.1.a.(6)** above.

**b. Your Business Personal Property** located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following:

- (1) Personal property owned by you or owned indivisibly by all unit-owners;
- (2) Your interest in the labor, materials or services furnished or arranged by you on personal property of others; and
- (3) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

But Your Business Personal Property does not include personal property owned only by a unit-owner.

**c. Personal Property Of Others** that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, **n.**, does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops; or
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (c) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (d) Remove deposits of mud or earth from the grounds of the described premises;
  - (e) Extract "pollutants" from land or water; or
  - (f) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

- (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
- (b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.
- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
  - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
  - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

#### (5) Examples

The following examples assume that there is no Coinsurance penalty.

**Example 1**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 50,000
Amount of Loss Payable:	\$ 49,500
	( $\$50,000 - \$500$ )
Debris Removal Expense:	\$ 10,000
Debris Removal Expense Payable:	\$ 10,000
	(\$10,000 is 20% of \$50,000.)

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense ( $\$49,500 + \$10,000 = \$59,500$ ) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example 2**

Limit of Insurance:	\$ 90,000
Amount of Deductible:	\$ 500
Amount of Loss:	\$ 80,000
Amount of Loss Payable:	\$ 79,500
	( $\$80,000 - \$500$ )
Debris Removal Expense:	\$ 40,000
Debris Removal Expense Payable	
Basic Amount:	\$ 10,500
Additional Amount:	\$ 25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows:  $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$ , capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible ( $\$40,000 = 50\%$  of  $\$80,000$ ), and because the sum of the loss payable and debris removal expense ( $\$79,500 + \$40,000 = \$119,500$ ) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary for you to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in **e.(3)** through **e.(9)** of this Additional Coverage.
- (3) The ordinance or law referred to in **e.(2)** of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced, at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the same premises.
  - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of **e.(6)** of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired Or Constructed Property**

**(1) Buildings**

You may extend the insurance that applies to Building to apply to:

- (a) Your new buildings while being built on the described premises; and

- (b) Buildings you acquire at locations, other than the described premises, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## (2) Your Business Personal Property

- (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- (b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## (3) Period Of Coverage

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

- (a) This policy expires;

- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

- (c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## b. Personal Effects And Property Of Others

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.
- (2) If the Causes Of Loss – Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (3) If the Causes Of Loss – Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
- (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
- (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;

- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.



**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the described premises.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
  - (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.
- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

- 1. Fire Department Service Charge;
- 2. Pollutant Clean-up And Removal;
- 3. Increased Cost Of Construction; and
- 4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance – Building 1:	\$ 60,000
Limit of Insurance – Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100  
 - 250

\$ 59,850 Loss Payable – Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

**Example 2**

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable – Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable – Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

- a. You must see that the following are done in the event of loss or damage to Covered Property:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.
- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.  
  
 Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

- g. We will pay for covered loss or damage to Covered Property within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- (1) We have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

If you name an insurance trustee, we will adjust losses with you, but we will pay the insurance trustee. If we pay the trustee, the payments will satisfy your claims against us.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

#### 6. Unit-owner's Insurance

A unit-owner may have other insurance covering the same property as this insurance. This insurance is intended to be primary and not to contribute with such other insurance.

## 7. Vacancy

### a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in **(1)(a)** and **(1)(b)** below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

### b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in **b.(1)(a)** through **b.(1)(f)** above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

## 8. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in **b.** and **c.** below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. Glass at the cost of replacement with safety-glazing material if required by law.

## 9. Waiver Of Rights Of Recovery

We waive our rights to recover payment from any unit-owner of the condominium that is shown in the Declarations.

## F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

(1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;

(2) Divide the Limit of Insurance of the property by the figure determined in Step (1);

- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

**Example 1 (Underinsurance)**

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 100,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \mid \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

**Example 2 (Adequate Insurance)**

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 200,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$39,750 ( $\$40,000$  amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

**Example 3**

When: The value of the property is:  
 Building at Location 1: \$ 75,000  
 Building at Location 2: \$ 100,000  
 Personal Property at Location 2: \$ 75,000  
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000

The Deductible is: \$ 1,000

The amount of loss is:  
 Building at Location 2: \$ 30,000  
 Personal Property at Location 2: \$ 20,000  
 \$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \mid \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

**2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**G. Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

**1. Agreed Value**

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.

- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

**2. Inflation Guard**

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**Example**

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 = \$ 3,200$

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence; or
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac.

Under the terms of this Replacement Cost Optional Coverage, personal property owned indivisibly by all unit-owners, and the property covered under Paragraph **A.1.a.(6)** of this Coverage Form, are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
  - (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

#### **4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph **3.b.(1)** of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

#### **H. Definitions**

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "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.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

## BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

### A. Coverage

#### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit Of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

#### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.



- (2) Minimize the "suspension" of business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

### 3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Limitation – Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

## 5. Additional Coverages

### a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

## b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
  - (a) Used in the construction, alterations or additions; or
  - (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

## c. Extended Business Income

### (1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

### (2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

## d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation – Interruption Of Computer Operations.

- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation – Interruption Of Computer Operations does not apply based on Paragraph **A.4.d.** therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:
- (a) If the Causes Of Loss – Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
  - (b) If the Causes Of Loss – Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
  - (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
  - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption Of Computer Operations, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.
- (5) This Additional Coverage, Interruption Of Computer Operations, does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;

- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

### **B. Limits Of Insurance**

The most we will pay for loss in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

- 1. Alterations And New Buildings;
- 2. Civil Authority;
- 3. Extra Expense; or
- 4. Extended Business Income.

The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage.

### **C. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

#### **1. Appraisal**

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

## **2. Duties In The Event Of Loss**

a. You must see that the following are done in the event of loss:

- (1) Notify the police if a law may have been broken.
- (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
- (3) As soon as possible, give us a description of how, when and where the direct physical loss or damage occurred.
- (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
  - (7) Cooperate with us in the investigation or settlement of the claim.
  - (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
- (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
  - (4) Other relevant sources of information, including:
    - (a) Your financial records and accounting procedures;
    - (b) Bills, invoices and other vouchers; and
    - (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
- (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
    - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
    - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
  - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

### c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
  - (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

### 4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

### D. Additional Condition

#### COINSURANCE

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

1. The Coinsurance percentage shown for Business Income in the Declarations; times
2. The sum of:
  - a. The Net Income (Net Profit or Loss before income taxes), and
  - b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Step (1):** Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Step (2):** Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and
- Step (3):** Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight – outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;
- (6) Cost of raw stock and factory supplies consumed (including transportation charges);
- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form **CP 15 11** is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form **CP 15 10** is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion – not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$ 150,000  
 The amount of loss is: \$ 80,000

**Step (1):** \$400,000 x 50% = \$200,000  
 (the minimum amount of insurance to meet your Coinsurance requirements)

**Step (2):** \$150,000 | \$200,000 = .75

**Step (3):** \$80,000 x .75 = \$60,000

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

### Example 2 (Adequate Insurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$ 400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$ 200,000  
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

#### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.

- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
  - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
  - (2) The Limit Of Insurance shown in the Declarations.

**2. Monthly Limit Of Indemnity**

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

**Example**

When: The Limit of Insurance is: \$ 120,000  
 The fraction shown in the Declarations for this Optional Coverage is: 1/4  
 The most we will pay for loss in each period of 30 consecutive days is: \$ 30,000  
 (\$120,000 x 1/4 = \$30,000)  
 If, in this example, the actual amount of loss is:

Days 1–30:	\$ 40,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 90,000

We will pay:

Days 1–30:	\$ 30,000
Days 31–60:	\$ 20,000
Days 61–90:	\$ 30,000
	\$ 80,000

The remaining \$10,000 is not covered.

**3. Business Income Agreed Value**

- a. To activate this Optional Coverage:
  - (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
    - (a) During the 12 months prior to the date of the Work Sheet; and

- (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
  - (a) The Coinsurance percentage shown in the Declarations; multiplied by
  - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
  - (1) Within 12 months of the effective date of this Optional Coverage; or
  - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
  - (1) The Business Income Limit of Insurance; divided by
  - (2) The Agreed Value.

**Example**

When: The Limit of Insurance is: \$ 100,000  
 The Agreed Value is: \$ 200,000  
 The amount of loss is: \$ 80,000  
 Step (1): \$100,000 | \$200,000 = .50  
 Step (2): .50 x \$80,000 = \$40,000

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

## F. Definitions

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

3. "Period of restoration" means the period of time that:
  - a. Begins:
    - (1) 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - (2) Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
 

caused by or resulting from any Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or

- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

4. "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.
5. "Rental Value" means Business Income that consists of:
  - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - b. Continuing normal operating expenses incurred in connection with that premises, including:
    - (1) Payroll; and
    - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
6. "Suspension" means:
  - a. The slowdown or cessation of your business activities; or
  - b. That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.



## CAUSES OF LOSS – SPECIAL FORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. Definitions.

### A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

#### a. Ordinance Or Law

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

#### b. Earth Movement

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in **(5)(a)**, **(5)(b)** and **(5)(c)**, all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs **(1)** through **(5)**, is caused by an act of nature or is otherwise caused.

**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

- b. Delay, loss of use or loss of market.**
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d.(1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

(3) Smog;

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
- (1)** You do your best to maintain heat in the building or structure; or
  - (2)** You drain the equipment and shut off the supply if the heat is not maintained.
- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1)** Applies whether or not an act occurs during your normal hours of operation;
  - (2)** Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
- (1)** An abrupt falling down or caving in;
  - (2)** Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3)** Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to **(1)** or **(2)** above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a)** To the extent that coverage is provided under the Additional Coverage, Collapse; or
  - (b)** To collapse caused by one or more of the following:
    - (i)** The "specified causes of loss";
    - (ii)** Breakage of building glass;
    - (iii)** Weight of rain that collects on a roof; or
    - (iv)** Weight of people or personal property.
  - l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".
 

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.
  - m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph **1.** above to produce the loss or damage.
  - b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c.** Faulty, inadequate or defective:
    - (1)** Planning, zoning, development, surveying, siting;
    - (2)** Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3)** Materials used in repair, construction, renovation or remodeling; or
    - (4)** Maintenance;

of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms:

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.
- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.
- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph **B.1.a.**, Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph **B.1.a.** Ordinance Or Law;
  - (b) Paragraph **B.1.c.** Governmental Action;
  - (c) Paragraph **B.1.d.** Nuclear Hazard;
  - (d) Paragraph **B.1.e.** Utility Services; and
  - (e) Paragraph **B.1.f.** War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

##### (b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

## 5. Additional Exclusion

The following provisions apply only to the specified property:

### Loss Or Damage To Products

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

## C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated:

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.

b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

(1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or

(2) Business Income Coverage or Extra Expense Coverage.

e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.

f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.

g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:

(1) Dampness or dryness of atmosphere or of soil supporting the vegetation;

(2) Changes in or extremes of temperature;

(3) Disease;

(4) Frost or hail; or

(5) Rain, snow, ice or sleet.

2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:

a. Animals, and then only if they are killed or their destruction is made necessary.

b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

(1) Glass; or

(2) Containers of property held for sale.

c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

(1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

(2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, **a.** through **d.**, is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:

- a. Results in discharge of any substance from an automatic fire protection system; or
- b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### **D. Additional Coverage – Collapse**

The coverage provided under this Additional Coverage, Collapse, applies only to an abrupt collapse as described and limited in **D.1.** through **D.7.**

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in **2.a.** or **2.b.**;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This **Additional Coverage – Collapse** does **not** apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or
- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

4. With respect to the following property:

- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;

- b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in **2.a.** through **2.d.**, we will pay for loss or damage to that property only if:

- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
- (2) The property is Covered Property under this Coverage Form.

5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in **2.a.** through **2.d.**;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in **4.**, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph **5.** does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

- 6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- 7. This Additional Coverage, Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse, as described and limited in **D.1.** through **D.7.**

#### **E. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

1. The coverage described in **E.2.** and **E.6.** only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence:

- a. A "specified cause of loss" other than fire or lightning; or
- b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.

2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:

- a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
- b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
- c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.

3. The coverage described under **E.2.** of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.



4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form:
- a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- b. Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- c. The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

**3. Glass**

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension **F.3.** does not increase the Limit of Insurance.

**G. Definitions**

- 1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 2. "Specified causes of loss" means the following:
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in **c.(1)** or **c.(2)** of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

## COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

### A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

### B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. INSURANCE UNDER TWO OR MORE COVERAGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

### E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

### F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

### G. OTHER INSURANCE

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

### H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.
2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance;
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you; or
  - c. Your tenant.

This will not restrict your insurance.

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

## **CONDOMINIUM ADDITIONAL PROVISIONS**

This endorsement modifies insurance provided under the following:

### CONDOMINIUM ASSOCIATION COVERAGE FORM

- A.** Paragraph **2.** of the CANCELLATION Common Policy Condition is replaced by the following:
- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least 30 days before the effective date of cancellation.
- B.** The following are added:
- 1.** We may elect not to renew this policy by mailing or delivering notice of nonrenewal to the first Named Insured's last mailing address known to us. We will mail or deliver this notice at least 30 days before the expiration date of this policy.
  - 2.** No act or omission by any unit-owner will void the policy or be a condition to recovery under this policy. But this does not apply to unit-owners acting within the scope of their authority on behalf of the Association.
- C.** The WAIVER OF RIGHTS OF RECOVERY Loss Condition is replaced by the following:
- Waiver of Rights of Recovery**
- We waive our rights to recover payment against:
- (1)** Any unit-owner described in the Declarations including the developer, and members of his or her household;
  - (2)** The Association; and
  - (3)** Members of the board of directors for acts or omissions within the scope of their duties for you.

But we reserve our rights to recover from the developer damages for which he or she may be held liable in his or her capacity as a developer.

- D.** Paragraph **b.** of the MORTGAGEHOLDERS Additional Condition is replaced by the following:

- b.** If the condominium is terminated, we will pay for covered loss of, or damage to, buildings or structures to each mortgageholder shown on the Declarations in their order of precedence, as interests may appear.

In all other respects, we will pay for loss to buildings or structures to you or the designated insurance trustee in accordance with the LOSS PAYMENT Loss Condition contained in this Coverage Part.

- E.** Paragraphs **f.** and **g.** of the MORTGAGEHOLDERS Additional Condition are replaced by the following:

- f.** If we cancel this policy, we will give written notice to the mortgageholder at least 30 days before the effective date of cancellation.
- g.** If we elect not to renew this policy, we will give written notice to the mortgageholder at least 30 days before the expiration date of this policy.

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

## **PENNSYLVANIA CHANGES – ACTUAL CASH VALUE**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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

## **PENNSYLVANIA CHANGES**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART

**A.** For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part  
 Commercial Inland Marine Coverage Part  
 Commercial Property Coverage Part  
 Crime And Fidelity Coverage Part  
 Equipment Breakdown Coverage Part

The **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY** Common Policy Condition is replaced by the following:

**F. 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.

If you die, this Coverage Part will remain in effect as provided in **1.** or **2.** below, whichever is later:

- 1.** For 180 days after your death regardless of the policy period shown in the Declarations, unless the insured property is sold prior to that date; or
- 2.** Until the end of the policy period shown in the Declarations, unless the insured property is sold prior to that date.

Coverage during the period of time after your death is subject to all provisions of this policy including payment of any premium due for the policy period shown in the Declarations and any extension of that period.

**B.** For insurance provided under the:

Capital Assets Program (Output Policy) Coverage Part  
 Commercial Inland Marine Coverage Part  
 Commercial Property Coverage Part  
 Farm Coverage Part

The following is added to the **LOSS PAYMENT** Loss Condition and supersedes any provision to the contrary:

**NOTICE OF ACCEPTANCE OR DENIAL OF CLAIM**

- 1.** Except as provided in **3.** below, we will give you notice, within 15 working days after we receive a properly executed proof of loss, that we:

- a.** Accept your claim;
- b.** Deny your claim; or
- c.** Need more time to determine whether your claim should be accepted or denied.

If we deny your claim, such notice will be in writing, and will state any policy provision, condition or exclusion used as a basis for the denial.

If we need more time to determine whether your claim should be accepted or denied, the written notice will state the reason why more time is required.

- 2.** If we have not completed our investigation, we will notify you again in writing, within 30 days after the date of the initial notice as provided in **1.c.** above, and thereafter every 45 days. The written notice will state why more time is needed to investigate your claim and when you may expect us to reach a decision on your claim.
- 3.** The notice procedures in **1.** and **2.** above do not apply if we have a reasonable basis, supported by specific information, to suspect that an insured has fraudulently caused or contributed to the loss by arson or other illegal activity. Under such circumstances, we will notify you of the disposition of your claim within a period of time reasonable to allow full investigation of the claim, after we receive a properly executed proof of loss.



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

## **EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA**

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph **B.** applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other micro-organism that induces or is capable of inducing physical distress, illness or disease.  
However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supercedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
  - 1.** Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - 2.** Additional Coverage – Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EQUIPMENT AND TECHNOLOGY BREAKDOWN COVERAGE (INCLUDING ELECTRONIC CIRCUITRY IMPAIRMENT)**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS-- BASIC FORM  
CAUSES OF LOSS-- BROAD FORM  
CAUSES OF LOSS-- SPECIAL FORM

- A. The following is added as an Additional Coverage to the Causes of Loss - Basic Form, Broad Form or Special Form.

### **Additional Coverage-- Equipment Breakdown**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below. Without an "accident" or "electronic circuitry impairment", there is no Equipment Breakdown Coverage.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident" or "electronic circuitry impairment". We will consider "electronic circuitry impairment" to be physical damage to "covered equipment".
2. Unless otherwise shown in a "schedule", the following coverages also apply to the direct result of an "accident" or "electronic circuitry impairment". However, with respect to coverage 2.i. Service Interruption below and any Dependent Properties coverage provided by this coverage part, coverage will apply only to the direct result of an "accident" and will not apply to the direct result of an "electronic circuitry impairment". These coverages do not provide additional amounts of insurance.
  - a. **Business Income and Extra Expense**
    - (1) Any insurance provided under the coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a deductible is shown in a "schedule", then with respect to this endorsement only, the "period of restoration" will begin immediately after the "accident" or "electronic circuitry impairment", and the deductible shown in the "schedule" will apply.
    - (2) The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a "schedule".
  - b. **Data Restoration**
    - (1) We will pay for your reasonable and necessary cost to research, replace and restore lost "data".
    - (2) The most we will pay for loss or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000 unless otherwise shown in a "schedule".
  - c. **Expediting Expenses**
    - (1) With respect to your damaged Covered Property, we will pay the reasonable extra cost to:
      - (a) Make temporary repairs; and
      - (b) Expedite permanent repairs or permanent replacement.
    - (2) The most we will pay for loss or expense under this coverage is \$50,000 unless otherwise shown in a "schedule".
  - d. **"Fungus", Wet Rot, Dry Rot And Bacteria**
    - (1) No "fungus", wet rot, dry rot or bacteria coverage is provided unless a limit is shown in a "schedule". If coverage applies, we will pay your additional cost to repair or replace Covered Property because of contamination by "fungus", wet rot, dry rot or bacteria. This includes the additional costs to clean up or dispose of such property. This does not include spoilage of personal property that is "perishable goods" to the extent that such spoilage is covered under Spoilage coverage.
    - (2) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "fungus", wet rot, dry rot or bacteria been involved.

- (3) We will also pay the cost of testing performed after repair or replacement of the damaged Covered Property is completed only to the extent that there is reason to believe there is the presence of "fungus", wet rot, dry rot or bacteria.
  - (4) This coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
  - (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is the amount shown in a "schedule" even if the "fungus", wet rot, dry rot or bacteria continues to be present or active or recurs in a later policy period.
- e. Green
- (1) With respect to Covered Property, we will pay your additional cost to:
    - (a) Repair damaged property using equipment, materials and service firms required or recommended by a "recognized environmental standards program", if repair is the least expensive option;
    - (b) Replace damaged property using equipment, materials and service firms required or recommended by a "recognized environmental standards program", if replacement is the least expensive option;
    - (c) Dispose of damaged property or equipment, if practicable, through a recycling process; and
    - (d) Flush out reconstructed space with up to 100% outside air using new filtration media.
  - (2) With respect to any building that is Covered Property and was, at the time of the "accident" or "electronic circuitry impairment", certified by a "recognized environmental standards program", we will pay your additional cost:
    - (a) To prevent a lapse of such certification;
    - (b) To reinstate the certification or replace it with an equivalent certification;
    - (c) For an engineer authorized by a "recognized environmental standards program" to oversee the repair or replacement of the damaged Covered Property; and
    - (d) For a Professional Engineer to commission or recommission your damaged mechanical, electrical, or electronic building systems.
  - (3) As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage in the absence of this Green coverage.
  - (4) This coverage is subject to the following provisions:
    - (a) This coverage applies in addition to any coverage that may apply under the Environmental, Safety and Efficiency Improvements condition of this endorsement, or any other applicable coverage.
    - (b) This coverage only applies to Covered Property that must be repaired or replaced as a direct result of an "accident" or "electronic circuitry impairment".
    - (c) This coverage does not apply to any Covered Property to which Actual Cash Value applies.
  - (5) No Green coverage is provided unless a limit is shown in a "schedule". The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$25,000 unless otherwise shown in a "schedule".
- f. Hazardous Substances
- (1) We will pay your additional cost to repair or replace Covered Property because of contamination by a "hazardous substance". This includes the additional expenses to clean up or dispose of such property.
  - (2) This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.j.(1)(b) below. As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.
  - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$50,000 unless otherwise shown in a "schedule".
- g. Off Premises Equipment Breakdown
- (1) We will pay for physical damage to transportable "covered equipment" that, at the time of the "accident" or "electronic circuitry impairment", is not at a covered location. As respects this Off Premises Equipment Breakdown coverage only, the "accident" or "electronic circuitry impairment" may occur in any country except one in which the United States has imposed sanctions, embargoes or similar restrictions on the provision of insurance.

- (2) We will also pay for your reasonable and necessary cost to research, replace and restore lost "data" contained within "covered equipment" as described under (1) above. This amount may not exceed the limit applicable to Data Restoration coverage.
  - (3) The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, and Data Restoration as described in (2) above is the limit for Property Off-premises coverage, shown in your policy, unless otherwise shown in a "schedule".
- h. **Public Relations**
- (1) This coverage only applies if you have sustained an actual loss of Business Income covered under this endorsement.
  - (2) We will pay for your reasonable costs for professional services to create and disseminate communications, when the need for such communications arises directly from the interruption of your business. This communication must be directed to one or more of the following:
    - (a) The media;
    - (b) The public; or
    - (c) Your customers, clients or members.
  - (3) Such costs must be incurred during the "period of restoration" or up to 30 days after the "period of restoration" has ended.
  - (4) The most we will pay for loss or expense under this coverage is \$5,000 unless otherwise shown in a "schedule".
- i. **Service Interruption**
- (1) Any insurance provided for Business Income, Extra Expense, Data Restoration or Spoilage is extended to apply to your loss, damage or expense caused by a failure or disruption of service. The failure or disruption of service must be caused by an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, Internet access, telecommunications services, "cloud computing services", wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
  - (2) "Cloud computing services" must be provided by a professional provider with whom you have a contract.
  - (3) With respect to the Data Restoration portion of this Service Interruption coverage, coverage will also apply to "data" stored in the equipment of a provider of "cloud computing services".
  - (4) Unless otherwise shown in a "schedule", any insurance provided for Business Income or Data Restoration will not apply under this Service Interruption coverage unless the failure or disruption of service exceeds 24 hours immediately following the "accident". If the interruption exceeds 24 hours, coverage will begin at the time of the disruption, and the applicable deductible will apply.
  - (5) The most we will pay in any "one equipment breakdown" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense, Data Restoration or Spoilage, except that if a limit is shown in a "schedule" for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.
- j. **Spoilage**
- (1) We will pay for:
    - (a) Physical damage to "perishable goods" due to spoilage;
    - (b) Physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
    - (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
  - (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident" or "electronic circuitry impairment", less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.
  - (3) The most we will pay for loss, damage or expense under this coverage is \$50,000 unless otherwise shown in a "schedule".

### 3. EXCLUSIONS

All exclusions in the applicable Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this endorsement.

a. The following exclusions are modified:

- (1) If the Causes of Loss -- Basic Form or Causes of Loss -- Broad Form applies, the following is added to Exclusion B.2.:

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. However, if an "accident" or "electronic circuitry impairment" results, we will pay for the resulting loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

- (2) If the Causes of Loss--Special Form applies, with respect to this endorsement only, the last paragraph of Exclusion B.2.d. is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident" or "electronic circuitry impairment", we will pay for the loss, damage or expense caused by that "accident" or "electronic circuitry impairment".

b. The following exclusions are added:

- (1) We will not pay for loss, damage or expense caused by or resulting from a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment.

- (2) Coverage under this endorsement does not apply to an "accident" or "electronic circuitry impairment" caused by or resulting from:

(a) Fire (including fire resulting from an "accident" or "electronic circuitry impairment"), or water or other means used to extinguish a fire;

(b) Explosion of gas or unconsumed fuel within the furnace of any boiler or fired vessel or within the passages from that furnace to the atmosphere;

(c) Any other explosion, except as specifically covered under this endorsement;

(d) Vandalism;

(e) Lightning; smoke; aircraft or vehicles; riot or civil commotion; sprinkler leakage; elevator collision;

(f) Windstorm or hail. However, this exclusion does not apply when:

(i) "Covered equipment" located within a building or structure suffers an "accident" or "electronic circuitry impairment" that results from wind-blown rain, snow, sand or dust; and

(ii) The building or structure did not first sustain wind or hail damage to its roof or walls through which the rain, snow, sand or dust entered;

(g) Breakage of glass; falling objects; weight of snow, ice or sleet; freezing (caused by cold weather); collapse or molten material;

(h) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; mudslide or mudflow; or water that backs up or overflows from a sewer, drain or sump. However, if electrical "covered equipment" requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies;

(i) Any earth movement, including but not limited to earthquake, subsidence, sinkhole collapse, landslide, earth sinking, tsunami or volcanic action.

- (3) With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

- (4) Except as specifically provided under A.2.d. "Fungus", Wet Rot, Dry Rot And Bacteria coverage we will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident" or "electronic circuitry impairment": Any "fungus", wet rot, dry rot or bacteria, including any presence, growth, proliferation, spread or any activity of "fungus", wet rot, dry rot or bacteria. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such "fungus", wet rot, dry rot or bacteria. However, this exclusion does not apply to spoilage of personal property that is "perishable goods", to the extent that such spoilage is covered under Spoilage coverage.

- (5) We will not pay for any loss or damage to animals.

c. Exclusions b.(2)(e) and b.(2)(f) above shall not apply if:

- (1) The excluded cause of loss occurs away from any covered location and causes an electrical surge or other electrical disturbance;

- (2) Such surge or disturbance is transmitted through utility service transmission lines to the covered location and results in an "accident" or "electronic circuitry impairment"; and
  - (3) The loss, damage or expense caused by such surge or disturbance is not covered elsewhere under the policy.
  - d. Any cause of loss set forth in exclusion b.(2)(f) above that is not a Covered Cause of Loss in this coverage part shall be excluded only as respects Service Interruption coverage.
4. DEFINITIONS
- The following definitions are added with respect to this endorsement only:
- a. "Accident"
    - (1) "Accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:
      - (a) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
      - (b) Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
      - (c) Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
      - (d) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
      - (e) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
    - (2) None of the following is an "accident":
      - (a) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data", loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or
      - (b) Misalignment, mis-calibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.  
However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident".
  - b. "Boilers and vessels" means:
    - (1) Any boiler, including attached steam, condensate and feedwater piping; and
    - (2) Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.  
This term does not appear elsewhere in this endorsement, but may appear in a "schedule".
  - c. "Cloud computing services" means professional, on-demand, self-service data storage or data processing services provided through the Internet or over telecommunications lines. This includes services known as IaaS (infrastructure as a service), PaaS (platform as a service), SaaS (software as a service) and NaaS (network as a service). This includes business models known as public clouds, community clouds and hybrid clouds. "Cloud computing services" include private clouds if such services are owned and operated by a third party.
  - d. "Covered equipment"
    - (1) "Covered equipment" means, unless otherwise specified in a "schedule", Covered Property:
      - (a) That generates, transmits or utilizes energy; or
      - (b) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.  
"Covered equipment" may utilize conventional design and technology or new or newly commercialized design and technology.
    - (2) None of the following is "covered equipment":
      - (a) Structure, foundation, cabinet or compartment;
      - (b) Insulating or refractory material;
      - (c) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
      - (d) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
      - (e) "Vehicle" or any equipment mounted on a "vehicle";
      - (f) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
      - (g) Dragline, excavation or construction equipment; or
      - (h) Equipment manufactured by you for sale.
  - e. "Data" means information or instructions stored in digital code capable of being processed by machinery.

- f. "Electronic circuitry" means microelectronic components, including but not limited to circuit boards, integrated circuits, computer chips and disk drives.
- g. "Electronic circuitry impairment"
  - (1) "Electronic circuitry impairment" means a fortuitous event involving "electronic circuitry" within "covered equipment" that causes the "covered equipment" to suddenly lose its ability to function as it had been functioning immediately before such event. This definition is subject to the conditions specified in (2), (3) and (4) below.
  - (2) We shall determine that the reasonable and appropriate remedy to restore such "covered equipment's" ability to function is the replacement of one or more "electronic circuitry" components of the "covered equipment".
  - (3) The "covered equipment" must be owned or leased by you, or operated under your control.
  - (4) None of the following is an "electronic circuitry impairment":
    - (a) Any condition that can be reasonably remedied by:
      - i. Normal maintenance, including but not limited to replacing expendable parts, recharging batteries or cleaning;
      - ii. Rebooting, reloading or updating software or firmware; or
      - iii. Providing necessary power or supply.
    - (b) Any condition caused by or related to:
      - i. Incompatibility of the "covered equipment" with any software or equipment installed, introduced or networked within the prior 30 days; or
      - ii. Insufficient size, capability or capacity of the "covered equipment".
    - (c) Exposure to adverse environmental conditions, including but not limited to change in temperature or humidity, unless such conditions result in an observable loss of functionality. Loss of warranty shall not be considered an observable loss of functionality.
- h. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.
- i. "Media" means material on which "data" is recorded, such as solid state drives, hard disks, optical disks, flash drives, magnetic tapes or floppy disks.
- j. "One equipment breakdown" means: If an initial "accident" or "electronic circuitry impairment" causes other "accidents" or "electronic circuitry impairments", all will be considered "one equipment breakdown". All "accidents" or "electronic circuitry impairments" that are the result of the same "accident" or "electronic circuitry impairment" will be considered "one equipment breakdown".
- k. "Perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.
- l. "Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus and any other equipment used exclusively with such machine or apparatus. However, "production machinery" does not mean any boiler, or fired or unfired pressure vessel. This term does not appear elsewhere in this endorsement, but may appear in a "schedule".
- m. "Recognized environmental standards program" means one of the following:
  - (1) The United States Environmental Protection Agency ENERGY STAR<sup>®</sup> program;
  - (2) The U.S. Green Building Council LEED<sup>®</sup> program;
  - (3) The Green Building Initiative GREEN GLOBES<sup>®</sup> program; or
  - (4) Any nationally or internationally recognized environmental standards program designed to achieve energy savings and related objectives of the type included in the programs listed above.
- n. "Schedule" means the Equipment Breakdown Coverage Schedule.
- o. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to: car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle".



- B. The Building and Personal Property Coverage Form is modified as follows.  
The definitions stated above also apply to section B. of this endorsement.

1. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a "schedule". If a separate Equipment Breakdown deductible is shown, the following applies.

Only as regards Equipment Breakdown Coverage, provision D. DEDUCTIBLE is deleted and replaced with the following:

a. Deductibles for Each Coverage

- (1) Unless the "schedule" indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one equipment breakdown".
- (2) We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- (3) If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one equipment breakdown", only the highest deductible for each coverage will apply.

b. Direct and Indirect Coverages

- (1) Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the "schedule".
- (2) Unless more specifically indicated in the "schedule":
  - (a) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (b) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

c. Application of Deductibles

(1) Dollar Deductibles

We will not pay for loss, damage or expense resulting from any "one equipment breakdown" until the amount of loss, damage or expense exceeds the applicable deductible shown in the "schedule". We will then pay the amount of loss, damage or expense in excess of the applicable deductible or deductibles, up to the applicable Limit of Insurance.

(2) Time Deductible

If a time deductible is shown in the "schedule", we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident" or "electronic circuitry impairment". If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(3) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows: The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" or "electronic circuitry impairment" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or "electronic circuitry impairment" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration". The number indicated in the "schedule" will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(4) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

## 2. CONDITIONS

- a. The following conditions are in addition to the Conditions in the Building and Personal Property Coverage Form, the Commercial Property Conditions and the Common Policy Conditions.

### (1) Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" or "electronic circuitry impairment" to that "covered equipment". This can be done by mailing or delivering a written notice of suspension to:

- (a) Your last known address; or
- (b) The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment". If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

### (2) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

### (3) Coinsurance

If a coinsurance percentage is shown in a "schedule" for specified coverages, the following condition applies.

We will not pay for the full amount of your loss if the applicable limit is less than the product of the specified coinsurance percentage times the value of the property subject to the coverage at the time of the loss. Instead, we will determine what percentage this calculated product is compared to the applicable limit and apply that percentage to the gross amount of loss. We will then subtract the applicable deductible. The resulting amount, or the applicable limit, is the most we will pay. We will not pay for the remainder of the loss. Coinsurance applies separately to each insured location.

- b. As respects this endorsement only, the Valuation Condition in the Building and Personal Property Coverage Form is deleted and replaced with the following:

#### Valuation

We will determine the value of Covered Property as follows:

- (1) Except as specified otherwise, our payment for damaged Covered Property will be the smallest of:
  - (a) The cost to repair the damaged property;
  - (b) The cost to replace the damaged property on the same site; or
  - (c) The amount you actually spend that is necessary to repair or replace the damaged property.
- (2) The amount of our payment will be based on the most cost-effective means to replace the function, capacity and remaining useful life of the damaged property. This may include the use of generic, used or reconditioned parts, equipment or property.
- (3) Except as described in (4) below, you must pay the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.
- (4) Environmental, Safety and Efficiency Improvements
 

If "covered equipment" requires replacement due to an "accident" or "electronic circuitry impairment", we will pay your additional cost to replace with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply to the replacement of component parts or to any property to which Actual Cash Value applies and does not increase any of the applicable limits.
- (5) The following property will be valued on an Actual Cash Value basis:
  - (a) Any property that does not currently serve a useful or necessary function for you;
  - (b) Any Covered Property that you do not repair or replace within 24 months after the date of the "accident" or "electronic circuitry impairment"; and
  - (c) Any Covered Property for which Actual Cash Value coverage is specified in a "schedule", Actual Cash Value includes deductions for depreciation.
- (6) If any one of the following conditions is met, property held for sale by you will be valued at the sales price as if no loss or damage had occurred, less any discounts and expenses that otherwise would have applied:
  - (a) The property was manufactured by you;

- (b) The sales price of the property is less than the replacement cost of the property; or
- (c) You are unable to replace the property before its anticipated sale.
- (7) Except as specifically provided for under Data Restoration coverage, "data" and "media" will be valued on the following basis:
  - (a) For mass-produced and commercially available software, at the replacement cost.
  - (b) For all other "data" and "media", at the cost of blank "media" for reproducing the records. We will not pay for "data" representing financial records based on the face value of such records.

The most we will pay for loss, damage or expense under this endorsement arising from any "one equipment breakdown" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a "schedule". Coverage provided under this endorsement does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## STATE AUTO PEAK SERIES FOR PROPERTY

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**  
**CONDOMINIUM ASSOCIATION COVERAGE FORM**  
**CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**  
**CAUSES OF LOSS – SPECIAL FORM**  
**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM**

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<b>BUILDING AND PERSONAL PROPERTY COVERAGE FORM and CONDOMINIUM ASSOCIATION COVERAGE FORM and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM ENHANCEMENTS</b>	
<b>Coverage Enhancement</b>	<b>Limit of Insurance</b>
Accounts Receivable	\$100,000 or limit shown in Declarations
Additional Covered Property	Included
1 Bridges, roadways, walks, patios or other paved surfaces	
1 The cost of excavations, grading, backfilling or filling	
1 Foundations, structures, machinery or boilers below ground	
1 Bulkheads, pilings, piers, wharves or docks	
1 Underground pipes, flues or drains	
1 Outdoor fences and retaining walls	
Amended Description for Fire Extinguishing Equipment	Included
Amended Description of Premises	Increased to "within 1,000 feet"
Appurtenant Structures	\$25,000 or 10% whichever is less
Arson & Theft Information Reward	\$25,000
Brands And Labels	Included
Building Exterior Glass Deductible	\$500
Building Limit Automatic Increase (Inflation Guard)	4% or percentage shown in Declarations
Business Personal Property Limit Automatic Increase	4% or percentage shown in Declarations
Business Personal Property Temporarily In Portable Storage Units	\$25,000
Business Personal Property Seasonal Automatic Increase	25%
Claim Data Expense	\$10,000
Computer Coverage	\$25,000 or limit shown in Declarations
• Hardware	
• Media	
• Programs And Applications	
• Data Records	
Computer Coverage – Worldwide Laptop	\$25,000
Consequential Damage	\$25,000
Credit Card Slips	\$15,000
Debris Removal	\$100,000 or limit shown in Declarations

Difference In Value – Leased Equipment	Included
Discharge from Sewer, Drain or Sump (Not Flood-Related)	\$25,000 or limit shown in Declarations
Fine Arts	\$25,000 or limit shown in Declarations
Fire Department Service Charge	\$25,000
Fire Extinguisher Recharge	Included
Inventory And Appraisal	\$10,000
Leasehold Interest In Improvements And Betterments (this coverage extension applies to the <b>BUILDING AND PERSONAL PROPERTY COVERAGE FORM</b> only)	Included
Lock Replacement	\$5,000
Newly Acquired Or Constructed Property – Building (this coverage extension does not apply to the <b>CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM</b> )	\$1,000,000 / 90 Days
Newly Acquired Business Personal Property	\$500,000 / 90 Days
Non-owned Detached Trailers	\$25,000
Ordinance Or Law – Coverage A	Included in Building Limit of Insurance
Ordinance Or Law – Coverages B And C Combined	\$50,000 or limit shown in Declarations
Ordinance Or Law – Post-Loss Ordinance Or Law	Included
Outdoor Property – including Broadened Causes Of Loss	\$25,000
Outdoor Signs	\$50,000 or limit shown in Declarations
Personal Effects	\$50,000
Personal Property Of Others	\$50,000 or limit shown in Declarations
Pollutant Clean Up And Removal	\$50,000 or limit shown in Declarations
Property Off-premises (Exhibitions, Fairs, Sales Samples)	\$50,000 or limit shown in Declarations
Storage Of Duplicate Data And Records	\$50,000 or limit shown in Declarations
Tenant Lease Obligations – Exterior Building Glass	\$25,000
Tenant Lease Obligations – Real Property Other Than Exterior Building Glass	\$25,000
Unmanned Aircraft – Blanket	\$15,000
Utility Services – Direct Damage	\$25,000 or limit shown in Declarations
Valuable Papers And Records	\$100,000 or limit shown in Declarations
Valuation For Small Losses	Replacement Cost for Losses Under \$5,000

**CAUSE OF LOSS – SPECIAL FORM COVERAGE ENHANCEMENTS**

Coverage Enhancement	Limit of Insurance
Additional Coverage – Limited Coverage, “Fungus”, Wet Rot, Dry Rot and Bacteria	\$25,000
Property In Transit	\$25,000

**BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM ENHANCEMENTS**

Coverage Enhancement	Limit of Insurance
Business Income (And Extra Expense)	\$75,000 or limit shown in Declarations

Business Income From Dependent Properties	\$75,000 or limit shown in Declarations
Business Income – Beginning of the Period of Restoration	0 Hours Waiting Period
Ingress/Egress	\$50,000
Utility Services – Time Element	\$25,000 or limit shown in Declarations
Amended Definition of Premises	Increased to “within 1,000 feet”
Extended Business Income Additional Coverage	Increased to 90 Days or number of days shown in Declarations
Ordinance Or Law – Increased Period Of Restoration	Included
Ordinance Or Law – Post-Loss Ordinance Or Law	Included

## COVERAGE DESCRIPTION

### A. Coverage Revisions

The following Additional Coverages, Coverage Extensions, Limits of Insurance, Loss Conditions and Optional Coverages in the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, **CONDOMINIUM ASSOCIATION COVERAGE FORM**, and **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM** are revised as shown. The limits shown apply unless a different limit is shown in the Declarations. Limits shown in the Declarations will take the place of those shown in this form. Coverage in this form is excess over any more specific insurance available elsewhere:

#### 1. Amended Description OF Fire Extinguishing Equipment

The provision in Paragraph **A.1.a.(4)(a)** of the:

- a. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- b. **CONDOMINIUM ASSOCIATION COVERAGE FORM**

that states “Fire-extinguishing equipment;” is revised to read, “Fire detection and extinguishing equipment;”

#### 2. Amended Description Of Premises

a. The provision in Paragraph **A.1.a.(5)(b)** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**

that states “within 100 feet of the described premises” is revised to read “within 1000 feet of the described premises”.

b. The provision in Paragraph **A.1.b.** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**

that states “within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations” is revised to read “within 1000 feet of the building or structure or within 1000 feet of the premises described in the Declarations”.

c. The provision in Paragraph **A.1.a.** of the **CONDOMINIUM COMMERCIAL UNIT-OWNERS FORM** that states “within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations” is revised to read “within 1000 feet of the building or structure or within 1000 feet of the premises described in the Declarations”.

d. The provision in Paragraph **A.1.c.(2)** of the:

(1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**

(2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**

that states "within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations" is revised to read "within 1000 feet of the building or structure or within 1000 feet of the premises described in the Declarations".

e. The provision in Paragraph **A.1.b.(2)** of the **CONDOMINIUM COMMERCIAL UNIT-OWNERS FORM** that states "within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations" is revised to read "within 1000 feet of the building or structure or within 1000 feet of the premises described in the Declarations".

f. The provision in Paragraph A.5. of the:

(1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**

(2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**

(3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS FORM**

that states "within 100 feet of the described premises." is revised to read "within 1000 feet of the described premises."

### 3. Leasehold Interest In Improvements And Betterments

a. The following is added to Paragraph **A.1.b.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

(8) The value of your leasehold interest in improvements and betterments which are not damaged or destroyed, but which you lose because of the cancellation of your lease by the lessor as a result of damage to the building by a Covered Cause of Loss.

We will calculate the value of your interest in the improvements and betterments as though they had been damaged or destroyed and not repaired or replaced promptly, as provided in Paragraph **7.e.(2)** of the Valuation Condition.

### 4. Debris Removal

The amount we will pay in Paragraph **A.4.a.(4)** of the

a. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**

b. **CONDOMINIUM ASSOCIATION COVERAGE FORM;** and

c. **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM** is revised from \$25,000 to \$100,000 or to the limit shown in the Declarations.

### 5. Fire Department Service Charge

The amount we will pay for the **Fire Department Service Charge** Additional Coverage in the:

a. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**

b. **CONDOMINIUM ASSOCIATION COVERAGE FORM;** and

c. **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM** is revised from \$1,000 to \$25,000.

### 6. Pollutant Clean-up And Removal

The amount we will pay in Paragraph **4.d.** of the:

a. **BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**

b. **CONDOMINIUM ASSOCIATION COVERAGE FORM;** and

c. **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM** is revised from \$10,000 to \$50,000 or to the limit shown in the declarations.

## 7. Newly Acquired Or Constructed Property

### a. Buildings

The amount we will pay in Paragraph **A.5.a.(1)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) CONDOMINIUM ASSOCIATION COVERAGE FORM**

is revised from \$250,000 to \$1,000,000.

### b. Your Business Personal Property

**(1)** The amount we will pay in Paragraph **A.5.a.(2)** of the:

- (a) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (b) CONDOMINIUM ASSOCIATION COVERAGE FORM**

is revised from \$100,000 to \$500,000.

**(2)** The amount we will pay in Paragraph **A.5.a.(1)** of the:

- (a) CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised from \$100,000 to \$500,000.

### c. Period of Coverage

The period of coverage in Paragraph **A.5.a.(3)(b)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) CONDOMINIUM ASSOCIATION COVERAGE FORM;** and
- (3) CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised from 30 days to 90 days.

## 8. Personal Effects And Personal Property Of Others

### a. Personal Effects

**(a)** The amount we will pay for personal effects in Paragraph **A.5.b.(1)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) CONDOMINIUM ASSOCIATION COVERAGE FORM;** and
- (3) CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

**FORM** is revised from \$2,500 to \$50,000.

**(b)** The provision that states "Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property." is deleted.

### b. Personal Property Of Others

The amount we will pay for personal property of others in Paragraph **A.5.b.(2)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) CONDOMINIUM ASSOCIATION COVERAGE FORM;** and
- (3) CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised from \$2,500 to \$50,000 or to the limit shown in the Declarations.

## 9. Valuable Papers And Records (Other Than Electronic Data)

The amount we will pay in Paragraph **A.5.c.(4)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**
- (2) CONDOMINIUM ASSOCIATION COVERAGE FORM;** and
- (3) CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised from \$2,500 to \$100,000 or to the limit shown in the Declarations.

## 10. Property Off-premises

The amount we will pay in Paragraph **A.5.d.(3)** of the:

- (1) BUILDING AND PERSONAL PROPERTY COVERAGE FORM;**



- (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and  
 (3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised from \$10,000 to \$50,000 or to the limit shown in the Declarations.

#### 11. Outdoor Property

a. Paragraph **A.5.e.** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**;  
 (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and  
 (3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

is revised to read:

You may extend the insurance provided by this Coverage Form to apply to damage to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetative roof), including debris removal expense, resulting from any of the "Specified causes of loss" as defined in Paragraph **G.2.** of the **CAUSES OF LOSS –SPECIAL FORM**.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$2,500 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

#### 12. Non-owned Detached Trailers

The amount we will pay in Paragraph **A.5.f.(3)** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**;  
 (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and  
 (3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE**

**FORM** is revised from \$5,000 to \$25,000.

#### 13. Business Personal Property Temporarily In Portable Storage Units

The amount we will pay in Paragraph **A.5.g.(4)** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**;  
 (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and  
 (3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE**

**FORM** is revised from \$10,000 to \$25,000.

#### 14. Outdoor Signs

The provision in Paragraph **C.** of the:

- (1) **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**;  
 (2) **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and  
 (3) **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**

that states "The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence." is revised to state "The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$50,000 or the limit shown in the declaration in any one occurrence."

#### 15. Valuation for small losses

- a. The provision in Paragraph **E.7.b.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** that states "and the cost to repair or replace the damaged building property is \$2,500 or less," is revised to state "and the cost to repair or replace the damaged building property is \$5,000 or less,"

- b. The provision in Paragraph **E.8.b.** of the **CONDOMINIUM ASSOCIATION COVERAGE FORM** that states “and the cost to repair or replace the damaged building property is \$2,500 or less,” is revised to state “and the cost to repair or replace the damaged building property is \$5,000 or less,”.
16. The following coverages are added to Paragraph **A.4.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM; CONDOMINIUM ASSOCIATION COVERAGE FORM; and CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM:**
- a. Arson And Theft Information**
- We will pay the expenses to provide a reward for information leading to:
- (1) An arson conviction in connection with a covered fire; or
  - (2) A conviction in connection with theft of Your Business Personal Property.
- Costs incurred in advertising the reward are included. The most we will pay under this provision is \$25,000. This limit applies per occurrence regardless of the number of persons providing information. No deductible applies to this additional coverage.
- b. Brands And Labels**
- If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
- (1) Stamp “salvage” on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - (2) Remove the brands and labels, if doing so will not physically damage the merchandise. You must re-label the merchandise or its containers to comply with the law.
- We will pay reasonable costs you incur to perform the activity prescribed in paragraphs **h.(1)** or **h.(2)**. The total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such business personal property.
- c. Business Personal Property Limit – Seasonal Automatic Increase**
- The Limit of Insurance for Your Business Personal Property will automatically increase by 25% to provide for seasonal variations. This increase will apply only if the Limit of Insurance shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:
- (1) The 12 months immediately preceding the date the loss or damage occurs; or
  - (2) The period of time you have been in business as of the date the loss or damage occurs.
- d. Fire Extinguisher Recharge**
- We will pay for your expense to recharge portable fire extinguishers used to fight a fire at the premises described in the Declarations or at immediately adjacent premises that expose your property to loss. No deductible applies to this additional coverage.
- e. Fine Arts**
- You may extend coverage that applies to Your Business Personal Property to cover loss or damage to paintings, etchings, pictures, tapestries, art glass windows and other bona fide works of art or rarity, having historical values or artistic merit, subject to the following:
- (1) Loss or damage must be caused by a Covered Cause of Loss;
  - (2) The most we will pay for loss or damage under this Extension at each described premises is \$25,000 or the limit shown in the Declarations;
  - (3) Paragraph **C.2.b.** of the **CAUSES OF LOSS – SPECIAL FORM**, pertaining to breakage, does not apply to this Coverage Extension
  - (4) Valuation
    - (a) The following is added to Paragraph **E.7.** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**
      - f. Fine Arts at market value at the time of loss or damage.

**(b)** The following is added to Paragraph **E.8.** of the **CONDOMINIUM ASSOCIATION COVERAGE FORM** or **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**:

**d.** Fine Arts at market value at the time of loss or damage.

**f. Building Limit Automatic Increase (Inflation Guard)**

The Limits of Insurance for Buildings under the policy to which this endorsement is attached will automatically increase by an annual percentage shown in the declarations. The amount of increase will be:

- (1)** The Limit of insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times;
- (2)** Percentage shown in the Declarations, times;
- (3)** The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**g. Business Personal Property Automatic Increase**

The Limits of Insurance for Your Business Personal Property under the policy to which this endorsement is attached will automatically increase by the annual percentage shown in declarations. The amount of increase will be:

- (1)** The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amend the Limit of Insurance, times;
- (2)** The percentage shown, times;
- (3)** The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

**h. Tenant Lease Obligation – Real Property Other Than Exterior Building Glass**

If you are a tenant, we will pay up to \$25,000 for each location, in any one occurrence of covered physical loss or damage to those particular parts of real property leased to you, other than exterior building glass, which you are obligated to insure under a written lease agreement. This is an additional amount of insurance subject to the applicable deductible. For purposes of this Additional Coverage, the Additional Condition – Coinsurance does not apply.

**i. Appurtenant Structures**

You may extend coverage for an incidental appurtenant building and structure and we will provide coverage for owned appurtenant building structure, at a premises described in the Declarations. The most we pay is \$25,000 or 10% of the building applicable limit, whichever is less.

**j. Inventory and Appraisal Expense**

You may extend the insurance that applies to Your Business Personal Property to apply to reasonable inventory and appraisal expense that you incur. This coverage applies to inventories and appraisals made at our request and not due to a disagreement. We will not pay for any expenses incurred, directed or billed or payable to any public adjusters or public accountants or their associates, or any costs provided under **Appraisal** in the Loss Conditions section. The most we will pay under this additional coverage is \$10,000 in any one occurrence.

**17.** The following coverages are added to Paragraph **A.5. Coverage Extensions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**; **CONDOMINIUM ASSOCIATION COVERAGE FORM**; and **CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM**:

**h. Accounts Receivable**

You may extend the insurance that applies to Your Business Personal Property to apply to accounts receivable. We will pay:

- (1)** All amounts due you from your customers that you are unable to collect;
- (2)** Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

- (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
- (4) Other reasonable expenses that you incur to reestablish the records of your accounts receivable that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable. This insurance applies to accounts receivable while:
  - (a) On premises scheduled in the Declarations of this policy;
  - (b) While being conveyed outside the premises; or
  - (c) While temporarily at other premises.

We will not pay for loss or damage caused by or resulting from electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions; or
- (2) Faulty installation or maintenance of data processing equipment or component parts, But we will pay for direct loss or damage caused by lightning.

The most we will pay under this Extension in any one occurrence is \$100,000 or the limit shown in the Declarations.

#### **i. Discharge from Sewer, Drain or Sump (Not Flood-Related)**

##### **(1) Direct Damage**

You may extend the insurance that applies to Covered Property to apply to loss or damage to your property caused by water that:

- (a) Backs up through sewers or drains; or
- (b) Enters into and overflows from within a:
  - (i) Sump pump;
  - (ii) Sump pump well; or
  - (iii) Other related interior equipment.

##### **(2) Indirect damage**

In addition, we will pay the actual Loss of Business Income or Extra Expense you sustain due to the necessary suspension of your "operations" caused by or resulting from water that backs up through sewers or drains, or water that enters into and overflows from within a:

- (a) Sump pump;
- (b) Sump pump well; or
- (c) Other related interior equipment.

Coverage for Loss of Business Income and Extra Expense begins at the time of direct loss or damage caused by or resulting from back up of sewers or drains covered under this endorsement. We will only pay for Loss of Business Income that occurs within 14 calendar days after the date of such direct loss or damage.

The most we will pay for such loss or damage in any one occurrence at all locations is \$25,000 or the limit shown in the Declarations. The deductible for this coverage extension is \$1,000 or the All Perils Deductible applicable to Building coverage, whichever is greater. This deductible does not apply to Loss of Business Income and Extra Expense.

#### **j. Claim Data Expense**

You may extend the insurance that applies to Covered Property to apply to the expense you incur in preparing claim data when we require it. This includes the cost of taking inventories, making appraisals and preparing other documentation to show the extent of the loss. The most we will pay for preparation of claim data under this Extension is \$10,000. We will not pay for any expenses billed by and payable to insurance adjusters or attorneys or any costs as provided in the Loss Condition Appraisal.

#### **k. Consequential Damage**

You may extend the insurance that applies to Your Business Personal Property to apply to the consequential loss of your undamaged product part or parts. Consequential damage means a part or parts of your product are physically lost or damaged by a covered cause of loss causing the part or parts that are undamaged to be unmarketable as a complete product. The most we will pay for loss or damage under this Extension is \$25,000 in any one occurrence.

#### **I. Credit Card Slips**

You may extend the insurance that applies to Your Business Personal Property to apply to amounts you are unable to collect due to loss of or damage to credit card slips while located at the described premises as a result of a Covered Cause of Loss.

It is your responsibility to establish the amount of the loss under this Extension. If that is not possible, the amount of loss will be determined as follows:

- (1) If you have been in business for more than twelve months at the location of the loss, one-thirtieth (1/30) of the average monthly amount of credit card slips will be considered as the average daily credit card slips for that location. The twelve months immediately preceding the discovery of the loss will be used to determine the average monthly amount.
- (2) If you have been in business for less than twelve months at the location of the loss, the average daily credit card slips shall be one-thirtieth (1/30) of the average monthly amount of credit card slips for the number of months you have been in business at that location.
- (3) The average daily credit card slips will be multiplied by the number of days for which slips are lost to determine the amount of the loss, subject to the maximum limit indicated below.

The most we will pay as a result of loss or damage to credit card slips under this Extension is \$15,000. No deductible applies to this Extension.

#### **m. Difference in Value – Leased Equipment**

You may extend the insurance that applies to Your Business Personal Property to cover the difference between the amount due under a lease agreement on covered personal property on the described premises and the replacement cost or actual cash value of that leased personal property. The most we will pay under this Extension is the greater of the:

- (1) Amount due under the terms of the lease to which Your Business Personal Property is subject, but not to include:
  - (a) Overdue lease payments;
  - (b) Financial penalties imposed under the lease due to excessive use or abnormal wear and tear; or
  - (c) Security deposits not refunded by the lessor; or
- (2) Replacement cost if that is shown in the declarations as applying to Your Business Personal Property; or
- (3) Actual cash value if that is shown in the declarations as applying to Your Business Personal Property.

#### **n. Lock Replacement**

You may extend the insurance that applies to Covered Property to pay for expenses incurred to replace door locks or tumblers of your described premises due to theft of your door keys. Paragraph C.1.e. of the CAUSES OF LOSS – SPECIAL FORM does not apply to this Extension. The most we will pay under this Extension is \$5,000 in any one occurrence. A \$100 deductible applies to this Extension.

#### **o. Ordinance or Law**

You may extend the insurance that applies to Your Building only if both (1) and (2) below are satisfied and are then subject to the qualifications set forth in (3) as follows:

- (1) The ordinance or law:
  - (a) Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises;
  - (b) Requirements are in force at the time of loss; or

- (c) Post-Loss Ordinance Or Law is applicable if, the requirements of the ordinance or law are in force at the time of loss or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

But this coverage extension applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this coverage extension.

**(2)**

- (a) The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (b) The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (c) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

- (3)** In the situation described in **(2)(b)** above, we will not pay the full amount of loss otherwise payable under the terms of this coverage extension. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage, alone, would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under the terms of this coverage extension.

- (4)** We will not pay under this coverage extension for:

- (a) The costs associated with enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (b) The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (5)** With respect to the building that has sustained covered direct physical damage, we will pay for:

- (a) The loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building.
- (b) The cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property;
- (c) The increased cost to:
  - (i) Repair or reconstruct damaged portions of that building; and/or
  - (ii) Reconstruct or remodel undamaged portions of that building, whether or not demolition is required;

when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law.

However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

When a building is damaged or destroyed and this additional coverage applies to that building in accordance with (c) above, coverage for the increased cost of construction also applies to repair or reconstruction of the following, subject to the same conditions stated in (c) above:

- a. The cost of excavations, grading, backfilling and filling;
- b. Foundation of the building;
- c. Pilings; and
- d. Underground pipes, flues and drains.

These four items are deleted from Property Not Covered, but only with respect to the coverage described in this provision.

The most we will pay in any one occurrence for loss described in paragraph (5)(a) above is the Limit of Insurance shown in this policy's Declarations applicable to the building sustaining the loss. The coverage in paragraph (5)(a) above does not increase the Limit of Insurance.

The most we will pay in any one occurrence for loss described in paragraph (5)(b) and (5)(c) is a total of \$50,000 or the limit shown in the Declarations.

The Coinsurance Additional Condition does not apply to (5)(b) or (5)(c) above.

The terms of this Extension shall apply separately to each building to which the Extension applies.

This Extension is subject to the deductible shown in the Commercial Property Coverage Declarations.

#### p. Computer Coverage

You may extend the insurance that applies to Your Business Personal Property to apply to "Hardware", "Media", "Programs and Applications", and "Data records". For the purposes of this Extension, the exclusions in Paragraphs B.2.a. and B.2.d.(6) of the **CAUSES OF LOSS – SPECIAL FORM** do not apply and the following definitions are added:

- (1) "Hardware" means a network of electronic machine components (microprocessors) capable of accepting instructions and information, processing the information according to the instructions, and producing desired results.
  - (a) "Hardware" includes:
    - (i) mainframe and mid-range computers and network servers;
    - (ii) personal computers and workstations;
    - (iii) laptops, palmtops, notebook PCs, mobile phones, other portable computer devices and accessories including, but not limited to, multimedia projectors; and
    - (iv) peripheral data processing equipment, including but not limited to, printers, keyboards, monitors, and modems.
- (2) "Media" means processing, recording, or storage media used with "hardware". This includes but is not limited to films, tapes, cards, discs, drums, USB thumb drives, cartridges, or cells.
- (3) "Programs and Applications" mean operating programs and applications that you purchase and that are:
  - (a) stored on "media"; or
  - (b) pre-installed and stored in "hardware".
  - (c) "programs and applications" does not include:

(i) proprietary programs or applications that are developed in-house or that "you" had developed specifically for "you"

- (4) "Data records" means files, documents, and information in an electronic format and that are stored on "media".

The most we will pay under this extension for loss or damage in any one occurrence is \$25,000 or the limit shown in Declarations.

You may extend coverage that applies to Your Business Personal Property to Computer Laptops, except for theft, to anywhere in the world. The most we will pay under this provision is \$25,000, in any one policy period, this limit is not in addition to but part of the limit for Business Personal Property.

**q. Additional Covered Property**

The following are withdrawn from Property Not Covered and added to Covered Property.

- (1) Bridges, roadways, walks, patios or other paved surfaces;
- (2) The cost of excavations, grading, backfilling or filling;
- (3) Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (a) The lowest basement floor; or
  - (b) The surface of the ground, if there is no basement.
- (4) Bulkheads, pilings, piers, wharves or docks;
- (5) Underground pipes, flues or drains.
- (6) Outdoor Fences and Retaining Walls

**r. Tenant Lease Obligations – Exterior Building Glass**

You may extend the insurance that applies to Your Business Personal Property to apply to building glass, including lettering and ornamentation, which you are obligated to insure under a written lease agreement. The most we will pay under this Extension in any one occurrence is \$25,000. This Extension is subject to these provisions:

- (1) Your responsibility for damage to building glass must be contained in a written lease for premises rented to you at a location shown in the Declarations.
- (2) The loss or damage must be caused by or result from direct physical loss unless the loss is:
  - (a) Excluded in **Paragraph B. Exclusions** of the **CAUSE OF LOSS – SPECIAL FORM**;
  - (b) Limited in **Paragraph C. Limitations** of the **CAUSE OF LOSS – SPECIAL FORM**.

Building glass losses under this Extension are subject to a \$500 deductible, regardless of the property deductible shown in the Declarations of this policy.

**s. Utility Services – Direct Damage**

We will pay for loss or damage to Covered Property caused by an interruption in utility service to the premises described in the Declarations. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to utility property described below that is located off the premises described in the Declarations:

- (1) Water Supply Services, meaning the following types of property supplying water to the premises described in the Declarations:
  - (a) Pumping stations; and
  - (b) Water mains.
- (2) Communications Supply Services, meaning property supplying communication services, including telephone, radio microwave or television services to the premises described in the Declarations, such as:
  - (a) Communication transmission lines, including fiber optic transmission lines, but not including overhead transmission lines;
  - (b) Coaxial cables; and
  - (c) Microwave radio relays except satellites.



(3) Power Supply Services, meaning the following types of property supplying electricity, steam, or gas to the premises described in the Declarations:

- (a) Utility generating plants;
- (b) Switching stations;
- (c) Substations;
- (d) Transformers; and
- (e) Transmission lines, but not including overhead transmission lines.

If the option to include overhead transmission lines is chosen and shown on the Declarations, then items (2)(a) and (3)(e) in this additional coverage, is amended to include overhead transmission lines.

Overhead transmission lines as used in this coverage includes all lines which serve to transmit communication service or power service, including lines which may be identified as distribution lines.

The most we will pay for loss or damage under this Extension is \$25,000 or the limit shown in the Declarations. This Extension does not increase the applicable limit of insurance.

#### t. Unmanned Aircraft

You may extend the insurance that applies to Your Business Personal Property to apply to "Unmanned aircraft" owned by you or rented or leased to you, if you have a contractual responsibility to insure and have conveyed this to us in writing.

Coverage under this endorsement does not apply with respect to "Unmanned aircraft" which you manufacture, process or hold for sale to others.

- (1) If this policy covers Your Business Personal Property, then coverage for "Unmanned aircraft" under this endorsement will also apply and to such property while in flight, only if used as part of your "unmanned aircraft operations".
- (2) The limitation and provision relating to within 100 feet of the building or structure or within 100 feet of the described premises in sections, **A.1.b.** and **A.1.c.(2)** are deleted with regards to "Unmanned Aircraft". Coverage applies on the described premises and off the described premises limited by the defined Coverage Territory in this policy and used for your "business activities".
- (3) Paragraph **A.2. Property Not Covered**, section A.2.p, is hereby deleted as respects to "Unmanned aircraft".
- (4) The deductible applicable to Business Personal Property in this policy, will also be applicable in any one occurrence to "Unmanned aircraft".

The most we pay for loss or damage under this Extension is \$15,000. This is a Blanket limit of insurance and is in addition to the limit of Your Business Personal Property covered under the terms of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM, or CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM.**

#### u. Storage Of Duplicate Data And Records

You may extend the insurance that applies to Your Business Personal Property to apply to duplicate electronic data and valuable papers and records permanently stored at locations other than the described premises. The most we will pay for loss or damage under this Extension is \$50,000 or the limit shown in the Declarations.

18. The following is added to Paragraph **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM, CONDOMINIUM ASSOCIATION COVERAGE FORM, or CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM:**

The deductible shown in the Declarations is amended to read \$500 when an occurrence involves covered loss or damage only to exterior building glass. In the event other building property is also damaged in the same occurrence, the deductible shown in the Declarations will be the only deductible applied to all covered loss within that occurrence.

**B. Special Form Cause Of Loss Coverage Revisions**

The CAUSES OF LOSS – SPECIAL FORM is revised as shown:

1. The following exclusions are added to **B.5. Additional Exclusion:**

**Unmanned Aircraft**

**a. Transport and/or Delivery of Goods**

We will not provide coverage for loss or damage to "Unmanned aircraft", or to the property addressed in Paragraph **A.** when such loss or damage occurs while an "unmanned aircraft" is being used to convey merchandise or goods for delivery to others.

**b. Racing and/or Competition**

We will not provide coverage when loss or damage to "Unmanned aircraft", or to the property addressed in Paragraph **A.** is caused by or results from "Unmanned aircraft" being used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity.

**c. Mechanical Breakdown**

We will not provide coverage for loss or damage to "Unmanned aircraft", or to the property addressed in Paragraph **A.** caused by or resulting from mechanical breakdown, malfunction or failure to operate. But if mechanical breakdown, malfunction or failure to operate results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

2. The following Additional Coverage, Coverage Extensions, Exclusions, Limits of Insurance, Loss Conditions and Optional Coverages in the **CAUSES OF LOSS – SPECIAL FORM** are revised as shown:

**a. Paragraph E.3. Additional Coverage- Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria:**

The most we will pay for loss or damage caused by or resulting from this limited coverage is \$25,000 in any one occurrence.

**b. Paragraph F.1. Property In Transit** is replaced by the following:

**1. Property In Transit**

This Extension applies only to your personal property to which this form applies.

**a.** You may extend the insurance provided by this Coverage Part to apply to Your Business Personal Property and while in the care, custody or control of your salespersons or in transit more than 1,000 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.

**b.** Loss or damage must be caused by or result from direct physical loss unless the loss is:

- (1) Excluded in Paragraph **B. Exclusions** of the **CAUSE OF LOSS – SPECIAL FORM**;
- (2) Limited in Paragraph **C. Limitations** of the **CAUSE OF LOSS – SPECIAL FORM**.

**c.** The most we will pay for loss or damage under this Extension is \$25,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Coverage Extension.

**C. Business Income (And Extra Expense) Coverage Revisions**

The following Coverage, Additional Coverages, Coverage Extensions, Limits of Insurance, Loss Conditions, and Definitions in the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** are revised as shown. The limits shown apply unless a different limit is shown in the Declarations. Limits shown in the Declarations will take the place of those shown in this form. Coverage in this form is excess over any more specific insurance available elsewhere:

**1. Business Income Coverage Option**

**a.** Paragraphs **A.1.b.(1)**, **A.1.b.(2)**, and **A.1.b.(3)** are deleted and replaced by the following:

- (1) Business Income Including "Rental Value".

## 2. Business Income Amended Description Of Premises

- a. The provision in Paragraph A.1.b. that states “the described premises include the area within 100 feet of such premises” is revised to read “the described premises include the area within 1000 feet of such premises”.

## 3. Extra Expense Coverage

- a. Paragraph A.2.a. is deleted and replaced with the following:
- a. Extra Expense Coverage is provided at the premises described in the Declarations, and with respect to “unmanned aircraft operations”, off the described premises.
- b. The following is added to Paragraph A.2.b.:
- (3) And, when such Extra Expense is incurred due to direct physical loss or damage to "unmanned aircraft" while off the described premises as part of "unmanned aircraft operations", the loss or damage must be caused by or result from a Covered Cause of Loss.
- (4) Extra Expense means necessary expenses (other than the expense to repair or replace property) you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to "unmanned aircraft". Extra Expense will include necessary expenses for temporary use of other property.

## 4. Alterations And New Buildings Amended Description Of Premises

- a. The provision in Paragraph A.5.b.(3) that states “within 100 feet of the described premises” is revised to read “within 1000 feet of the described premises”

## 5. Extended Business Income – Increased Period of Restoration

- a. Paragraph A.5.c.(1)(b)(ii) is deleted and replaced by the following:
- (ii) 90 consecutive days, or the number of consecutive days in the Declarations, after the date determined in (1)(a) above.
- b. Paragraph A.5.c.(2)(b)(ii) is deleted and replaced by the following:
- (ii) 90 consecutive days, or the number of consecutive days in the Declarations, after the date determined in (1)(a) above.

## 6. The following coverages are added to Paragraph A.5. Additional Coverages:

### e. Business Income From Dependent Properties

We will pay for the actual loss of Business Income you sustain due to the necessary “suspension” of your “operations” during the “period of restoration”. The “suspension” must be caused by direct physical loss of or damage to “dependent property” at premises not described in the Declarations caused by or resulting from a Covered Cause of Loss. However, coverage under this extension does not apply when the only loss to “dependent property” is loss or damage to electronic data, including destruction or corruption of electronic data. If the “dependent property” sustains loss or damage to electronic data and other property, coverage under this extension will not continue once the other property is repaired, rebuilt, or replaced. The term electronic data has the meaning set forth in the Coverage Form to which this endorsement applies.

The following Definitions also apply to this Coverage Extension:

- (1) “Dependent property” means property owned or operated by others whom you depend on to:
- (a) Deliver materials or services to you or to others for your account. But any property which delivers any of the following services is not a “dependent property” with respect to such services:
- (i) Water supply services;
- (ii) Power supply services; or
- (iii) Communication supply services, including services relating to internet access or access to any electronic network.
- (b) Accept your products or services
- (c) Manufacture products for delivery to your customers under contract of sale; or

- (d) Attract customers to your business.
  - (2) "Period of Restoration", with respect to "Dependent property", means the period of time that:
    - (a) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property" unless otherwise amended in the policy to which this endorsement is attached; and
    - (b) Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:
- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
  - (b) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration of this policy will not cut short the "Period of Restoration".

We will reduce the amount of your Business Income from Dependent Properties loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

- (1) Source of materials; or
- (2) Outlet for your products.

The most we will pay for loss or damage under this Extension is \$75,000 or the limit shown in the Declarations.

With respect to the coverage provided under this Extension, the following supersedes any provision to the contrary:

We do not cover loss of Business Income arising out of loss or damage at the premises of a "dependent property" which is located outside of the Coverage Territory.

#### **f. Utility Services – Time Element.**

Your coverage for Business Income and/or Extra Expense, as provided and limited in the BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM is extended to apply to a "suspension" of "operations" at the described premises caused by an interruption in utility service to that premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss as defined by the CAUSE OF LOSS – SPECIAL FORM to the following types of property that is located outside of a covered building described in the Declarations:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
  - (a) Pumping stations; and
  - (b) Water Mains.
- (2) Wastewater Removal Property, meaning a utility system for removing wastewater and sewage from the described premises, other than a system designed primarily for draining storm water. The utility property includes sewer mains, pumping stations and similar equipment for moving the effluent to a holding, treatment or disposal facility, and includes such facilities.
 

Coverage under this endorsement does not apply to interruption in service caused by or resulting from a discharge of water or sewage due to heavy rainfall or flooding
- (3) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
  - (a) Communication transmission lines, including fiber optic transmission lines, but not including overhead transmission lines;
  - (b) Coaxial cables; and
  - (c) Microwave radio relays, except satellites.

- (4) Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:
- (a)** Utility generating plants;
  - (b)** Switching stations;
  - (c)** Substations;
  - (d)** Transformers; and
  - (e)** Transmission lines, but not including overhead transmission lines.

If the option to include overhead transmission lines is chosen and shown on the Declarations, then paragraphs **(3)(a)** and **(4)(e)** in this additional coverage, is amended to include overhead transmission lines.

Overhead transmission lines as used in this coverage includes all lines which serve to transmit communication service or power service, including lines which may be identified as distribution lines.

The Additional Condition - Coinsurance does not apply to this Additional Coverage. The most we will pay for loss or damage under this Additional Coverage in any one occurrence is \$25,000 or the limit shown in the Declarations. This limit is part of, and not in addition to, the Limit of Insurance for Business Income (With Extra Expense) stated in the Declarations as applicable to the described premises.

**g. Ordinance or Law – Increased Period Of Restoration.**

If a Covered Cause of Loss occurs to a building(s) at the premises described in the Schedule, resulting in a "suspension" of "operations" covered under this policy, the "period of restoration" is extended to include the increased period required to comply with the minimum standards of an ordinance or law, provided that:

- (1)** The ordinance or law regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (2)** The requirements of the ordinance or law are in force at the time of loss, or
- (3)** Post Loss Ordinance or Law is applicable if, the requirements of the ordinance or law are in force at the time of loss; or the ordinance or law is promulgated or revised after the loss but prior to commencement of reconstruction or repair and provided that such ordinance or law requires compliance as a condition precedent to obtaining a building permit or certificate of occupancy.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of or compliance with any ordinance or law which requires:

- (1)** The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- (2)** Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

The following definition is added:

"Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

**7. Newly Acquired Locations**

The amount we will pay in Paragraph **A.6.b.** is revised from \$100,000 to \$500,000 or to the limit shown in the Declarations.

**8. The following coverage is added to Paragraph A.6. Coverage Extensions:**

**Ingress/Egress**

- (1)** You may extend your Business Income and Extra Expense Coverages to apply to the actual and necessary amount of such loss of Business Income and/or Extra Expense that you incur when ingress to or egress from the described premises is prevented (other than as provided in the Civil Authority Additional Coverage).

- (a) The prevention of ingress to or egress from the described premises must be caused by direct physical loss or damage by a Covered Cause of Loss to property that is away from, but within one mile of the described premises.
- (b) This coverage will apply for up to four consecutive weeks starting 12 hours from the date when the ingress or egress is first prevented.
- (2) The most we will pay under the Coverage Extension for the sum of Business Income loss and Extra Expense incurred per occurrence is \$50,000 or the limit shown in the Declarations.
- (3) This coverage does not apply if ingress to or egress from your premises is prohibited by order of civil or military authority.

#### 9. Limits of Insurance

- a. Paragraph B. is revised as follows:

##### **B. Limits Of Insurance**

The most we will pay for loss in any one occurrence is \$75,000 or the applicable Limit of Insurance shown in the Declarations.

#### 10. Additional Condition

- a. The following is added to Paragraph D. **Additional Conditions**:

##### **AGREED VALUE**

If the Agreed Value option is shown as chosen in the Declarations, the following valuation will apply:

We will pay no more for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" than the limit shown in the Declarations or the actual amount of loss sustained, whichever is less.

The Additional Condition of Coinsurance does not apply when the Agreed Value option has been chosen.

#### 11. Business Income – Beginning Of The Period Of Restoration

Paragraph F.3.a.(a) is revised as follows:

- (1) Immediately after the time of direct physical loss or damage for Business Income Coverage;

#### 12. The following are added to Paragraph F. **Definitions**:

- 7. Added to this paragraph with regards to the extension of coverage in this form for "Unmanned aircraft" are:

- a. "Business activities" means your business activities that are dependent on "unmanned aircraft operations".

- b. "Period of restoration" means the period of time that:

- (1) Begins immediately after the time of direct physical loss or damage for Extra Expense, caused by or resulting from a covered cause of loss to "Unmanned aircraft".
- (2) Ends the earlier of, the date when the "Unmanned aircraft" should be repaired or replaced with o reasonable speed and similar quality; or the date v when "business activities are resumed.

"Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:

- (1) Regulates the use or repair of any property, or requires updated technological features which were not part of "unmanned aircraft" prior to the direct physical loss or damage; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- c.** “Unmanned aircraft” means an aircraft that is not designed, manufactured or modified after manufacture, to be controlled directly by a person from within or on the aircraft, “Unmanned aircraft” includes the motor and hull of the aircraft and on-board equipment including but not limited to: batteries, video cameras, computer hardware and software and GPS devices, designed for, used with and essential to the operation of the “Unmanned aircraft”.
- d.** “Unmanned aircraft operations” means, the operations of unmanned aircraft for its intended purpose and the operations as described in the Declarations

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

## **STATE AUTO PEAK SERIES FOR HABITATIONAL**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

**A. The following coverages are added to Paragraph A.4. Additional Coverages of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:**

**1. Tenant Move-Back Expenses**

- a. We will pay for expenses that you incur to move your tenants back to the described premises from a temporary location in the event that your tenants must temporarily vacate a Building at the premises described in the Declarations due to untenability. The vacancy must result from a direct physical loss or damage to your Covered Property caused by or resulting from a Covered Cause of Loss.
- b. We will only pay for the following expenses:
  - (1) Packing, transporting and unpacking of tenants' property; and
  - (2) The net cost to reestablish the tenants' utility and telephone services, after any refunds due the tenants; and
  - (3) The net costs of disconnecting and reconnecting household appliances.
- c. We will only pay for expenses listed in Paragraphs A.1.b.(1) and A.1.b.(2) that you incur within 60 days of the date that the damaged building has been repaired or rebuilt.

The most we will pay under this Additional Coverage is \$25,000 in any one policy period.

The Deductible provisions of this policy do not apply to Tenant Move-back expenses.

**2. Employee Theft of Tenant Property**

- a. If Employee Dishonesty coverage is purchased elsewhere in this policy or any other policy, we will also pay for loss of or damage to "money", "securities" and "other property" sustained by your tenant resulting directly from theft committed by an identified employee, acting alone or in collusion with other persons.
- b. The property covered under this coverage is limited to property:
  - (1) That your tenant owns or leases; or
  - (2) For which your tenant is legally liable; while the property is in a covered Building at the premises described in the Declarations.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your tenant. Any claim for loss that is covered under this coverage must be presented by you.

With respect to the Employee Dishonesty "other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this policy.

The most we will pay under this Additional Coverage is \$10,000 or the limit shown in the Declarations.



### 3. Paved Surfaces

- a. Paragraph A.2.d. of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended: we are removing 'paved surfaces' from Property Not Covered and the most we pay for loss or damage under this Additional Coverage is \$50,000 aggregate limit, for paved surfaces at described premises owned by the named insured.
- b. We will pay for direct physical loss or damage to paved surfaces only when caused by a Covered Cause of Loss, resulting from any of the following causes of loss:
  - (1) Fire
  - (2) Lightning
  - (3) Explosion
  - (4) Riot or Civil Commotion
  - (5) Falling Objects
  - (6) Vandalism
- c. In Paragraph F. Additional Conditions of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**, the Coinsurance clause is not applicable to this additional coverage for paved surfaces.

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

## State Auto Peak Series for Crime

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS – SPECIAL FORM**

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Employee Theft	\$25,000 or limit shown in Declarations
ERISA	Plans listed in Declarations
Computer and Funds Transfer Fraud	\$10,000 or limit shown in Declarations
Forgery or Alteration	\$10,000 or limit shown in Declarations
Add Credit, Debit or Charge Card Forgery	Limit, if any, shown in Declarations
Money and Securities (Inside and Outside)	\$10,000 or limit shown in Declarations
Money Orders and Counterfeit Money	\$10,000 or limit shown in Declarations
Social Engineering Fraud	\$10,000 or limit shown in Declarations

### COVERAGE DESCRIPTION

**A. The following coverages are added to the Coverage Extensions under Section A.5.**

**Employee Theft**

You may extend the insurance that applies to Your Business Personal Property to apply to loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

**1. We will not pay for loss as specified below:**

- a.** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation; or
- b.** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
  - (1)** An inventory computation; or
  - (2)** A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

- c.** Loss caused by any "employee" immediately upon discovery by:
  - (1)** You; or
  - (2)** Any of your partners, members, managers, officers, directors or trustees not in collusion with the "employee";
 of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

The most we will pay for all loss or damage resulting directly from an "occurrence" under this Extension is \$25,000 or the limit shown in the Declarations, in any one "occurrence". We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount. The Deductible Amount for this Extension will be \$1,000. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

**Optional Extension of Employee Theft – ERISA**

1. The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under the Employee Theft Coverage Extension, subject to the following:
  - a. If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator is responsible for selecting a Limit of Insurance for Employee Theft that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required under ERISA as if each Plan were separately insured.
  - b. With respect to loss by any such Plan, the Employee Theft Coverage Extension is replaced by the following:
    - (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons
  - c. If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
  - d. If two or more Plans are insured under this insurance, any payment we make for loss:
    - (1) Sustained by two or more Plans; or
    - (2) Of commingled "money", "securities" or "other property" of two or more Plans; resulting directly from an "occurrence", will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required under ERISA for each Plan bears to the total of those limits.
  - e. The deductible applicable to Employee Theft does not apply to loss sustained by any Plan.

### Forgery or Alteration

You may extend the insurance that applies to Your Business Personal Property to loss resulting directly from "forgery" or alteration of, any checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

1. Made or drawn by or drawn upon you; or
2. Made or drawn by one acting as your agent;

Or that are purported to have been so made or drawn.

For the purposes of this Extension, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

If you are sued for refusing to pay any instrument covered in the paragraph above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

The most we will pay for any loss, including legal expenses, under this Extension is \$10,000 or the limit shown in the Declarations, in any one "occurrence".

### Optional Extension of Forgery and Alteration – Add Credit, Debit or Charge Card Forgery

1. If a Credit, Debit and Charge Card Forgery Limit is indicated in the Declarations, the Forgery and Alteration Coverage Extension, as provided in this endorsement, is amended as follows:
  - a. Covered instruments includes written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes

The most we will pay for any loss, including legal expenses, under this Optional Extension is the limit shown in the Declarations, if any, in any one "occurrence". This limit is a sub-limit of, and is not in addition to, the Forgery and Alteration Limit.

### Money and Securities

You may extend the insurance that applies to Your Business Personal Property to apply to loss of "money", "securities", stamps or lottery tickets held for sale, and "other property". The most we will pay for loss resulting directly from "theft", disappearance or destruction under this Extension is:

1. \$10,000 or the applicable Limit of Insurance shown in the Declarations per "occurrence" for money, securities, stamps and lottery tickets held for sale while located at the described premises; or
2. \$10,000 or the applicable Limit of Insurance shown in the Declarations per "occurrence" for money, securities, stamps and lottery tickets held for sale, and "other property" while being conveyed outside the described premises by you, your officers, your partners or your employees. However, coverage for "other property" is limited to loss or damage resulting from an actual or attempted "robbery".

### **Money Orders and Counterfeit Money**

You may extend the insurance that applies to Your Business Personal Property to loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

1. Money orders issued by any post office, express company or "financial institution" that are not paid upon presentation; or
2. "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss under this Extension is \$10,000 or the limit shown on the Declarations, in any one "occurrence".

### **Computer and Funds Transfer Fraud**

1. You may extend the insurance that applies to Your Business Personal Property to apply to:
  - a. Loss resulting directly from a fraudulent:
    - (1) Entry of "electronic data" or "computer program" into; or
    - (2) Change of "electronic data" or "computer program" within;
 

any "computer system" owned, leased or operated by you, provided the fraudulent entry or fraudulent change causes, with regard to Paragraphs 1.a(1 )and 1.a.(2). above

      - (a) "Money", "securities" or "other property" to be transferred, paid or delivered; or
      - (b) Your account at a "financial institution" to be debited or deleted.
  - b. Loss resulting directly from a "fraudulent instruction" directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that account.
2. As used in 1.a. above, fraudulent entry or fraudulent change of "electronic data" or "computer program" shall include such entry or change made by an "employee" acting, in good faith, upon a "fraudulent instruction" received from a computer software contractor who has a written agreement with you to design, implement or service "computer programs" for a "computer system" covered under this coverage extension.

The most we will pay for loss or damage under this Extension is \$10,000 or the limit shown in the Declarations, in any one "occurrence".

### **Social Engineering Fraud**

You may extend the insurance that applies to Your Business Personal Property to apply to loss resulting directly from your having, in good faith, transferred "money", "securities" or "other property" in reliance upon a "transfer instruction" purportedly issued by:

1. An "employee", or any of your partners, "members", "managers", officers, directors or trustees, or you (if you are a sole proprietorship) but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the person in this paragraph.
2. Your "customer" or "vendor", but which "transfer instruction" proves to have been fraudulently issued by an imposter without the knowledge or consent of the "customer" or "vendor".

The following is a precondition to coverage under this Coverage Extension:

1. You shall verify all "transfer instructions" in excess of \$10,000, according to a pre-arranged callback or other established verification procedure before acting upon any such "transfer instruction".

The most we will pay for loss or damage under this Extension is \$10,000 or the limit shown in the Declarations, in any one "occurrence".

## B. Exclusions

1. All coverage extensions, as provided in this endorsement, do not cover:

- a. **Acts Committed By You, Your Partners Or Your Members**

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

- b. **Acts Committed By Your Employees Learned Of By You Prior To The Policy Period**

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of such "theft" or dishonest act prior to the Policy Period shown in the Declarations.

- c. **Acts Committed By Your Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
- (2) While performing services for you or otherwise;

except when covered under Employee Theft, as provided in this endorsement.

- d. **Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information; or
- (2) The disclosure of your confidential or personal information. However, this Paragraph 1.d.(2) does not apply to loss otherwise covered under this insurance that results directly from the use of your confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- e. **Data Security Breach**

Fees, costs, fines, penalties and other expenses incurred by you which are related to the access to or disclosure of another person's or organization's confidential or personal information including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

- f. **Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property";
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance; or
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Forgery and Alteration, as provided in this endorsement.

**h. Virtual Currency**

Loss involving virtual currency of any kind, by whatever name known, whether actual or fictitious including, but not limited to, digital currency, crypto currency or any other type of electronic currency.

**2. Employee Theft, as provided in this endorsement, does not cover:****a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, cancelling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Forgery and Alteration, including Optional Extension of Forgery and Alteration – Add Credit, Debit or Charge Card Forgery, as provided in this endorsement, does not cover:****a. Non-compliance With Credit, Debit Or Charge Card Issuer's Requirements**

Loss arising from any credit, debit or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

**4. Money and Securities, as provided in this endorsement, does not cover:****a. Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semitrailers or equipment and accessories attached to them.

**f. Transfer Or Surrender Of Property**

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "financial institution premises":

- (a) On the basis of unauthorized instructions; or
- (b) As a result of a threat including, but not limited to:
  - (i) A threat to do bodily harm to any person;
  - (ii) A threat to do damage to any property;
  - (iii) A threat to introduce a denial of service attack into any "computer system";

- (iv) A threat to introduce a virus or other malicious instruction into any "computer system" which is designed to damage, destroy or corrupt "electronic data" or "computer programs" stored within the "computer system";
- (v) A threat to contaminate, pollute or render substandard your products or goods; or
- (vi) A threat to disseminate, divulge or utilize:
  - 1. Your confidential information;
  - 2. Confidential or personal information of another person or organization; or
  - 3. Weaknesses in the source code within any "computer system".
- (2) However, this exclusion does not apply under Money and Securities to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
  - (c) Had no knowledge of any threat at the time the conveyance began; or
  - (d) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.
- g. Vandalism**  
Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.
- h. Voluntary Parting Of Title To Or Possession Of Property**  
Loss resulting from your, or anyone else acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.
- 5. Computer and Funds Transfer Fraud, as provided in this endorsement, does not cover:
  - a. Authorized Access**  
Loss resulting from a fraudulent:
    - (1) Entry of "electronic data" or "computer program" into; or
    - (2) Change of "electronic data" or "computer program" within;
 any "computer system" owned, leased or operated by you by a person or organization with authorized access to that "computer system", except when covered under Computer and Funds Transfer Fraud
  - b. Credit Card Transactions**  
Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.
  - c. Exchanges Or Purchases**  
Loss resulting from the giving or surrendering of property in any exchange or purchase.
  - d. Fraudulent Instructions**  
Loss resulting from an "employee" or "financial institution" acting upon any instruction to:
    - (1) Transfer, pay or deliver "money", "securities" or "other property"; or
    - (2) Debit or delete your account;
 which instruction proves to be fraudulent, except when covered under Computer and Funds Transfer Fraud 1.b. or 2.
  - e. Inventory Shortages**  
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
    - (1) An inventory computation; or
    - (2) A profit and loss computation.
- 6. Item B.2.h., Exclusions, in the CAUSES OF LOSS – SPECIAL FORM does not apply to the coverages as provided in this endorsement.

## B. Definitions

The following definitions are applicable only to the coverages as provided in this endorsement

1. "Computer program" means a set of related electronic instructions, which direct the operation and function of a computer or devices connected to it, which enable the computer or devices to receive, process, store or send "electronic data".
2. "Computer system" means:
  - a. Computers, including Personal Digital Assistants (PDAs) and other transportable or handheld devices, electronic storage devices and related peripheral components;
  - b. Systems and applications software; and
  - c. Related communications networks;
 by which "electronic data" is collected, transmitted, processed, stored or retrieved.
3. "Counterfeit money" means an imitation of "money" which is intended to deceive and to be taken as genuine.
4. "Customer" means an entity or individual to whom you sell goods or provide services under a written contract.
5. "Electronic data" means information, facts, images or sounds stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software) on data storage devices, including hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
6. "Employee"
  - a. Means:
    - (1) Any natural person:
      - (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee"
      - (b) Whom you compensate directly by salary, wages or commissions; and
      - (c) Whom you have the right to direct and control while performing services for you.
    - (2) Any natural person who is furnished temporarily to you:
      - (a) To substitute for a permanent "employee" as defined in 2.a.(1) above, who is on leave; or
      - (b) To meet seasonal or short-term work load conditions;
 While that person is subject to your direction and control and performing services for you,
    - (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as define in Paragraph 2.a.(2) above;
    - (4) Any natural person who is:
      - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; or
      - (b) Your director or trustee while that person is engaged in handling "money", "securities" or "other property" of any "employee benefit plan";
    - (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained by you as a consultant while performing services for you;
    - (6) Any natural person who is a guest, student or intern pursuing studies or duties
    - (7) Any natural person who is your "manager", director or trustee while:
      - (a) Performing acts within the scope of the usual duties of an "employee"; or
      - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.
    - (8) Any natural person or group of persons named or described in the declarations
  - b. Does not mean:
    - (1) Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (2) Any manager, director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
7. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and that is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.



8. "Financial institution" means:
- a. With regard to Money and Securities:
    - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution; or
    - (2) An insurance company.
  - b. With regard to Computer and Funds Transfer Fraud:
    - (1) A bank, savings bank, savings and loan association, trust company, credit union or similar depository institution;
    - (2) An insurance company; or
    - (3) A stock brokerage firm or investment company.
  - c. Other than Money and Securities and Computer and Funds Transfer Fraud, any financial institution.
9. "Financial institution premises" means the interior of that portion of any building occupied by a "financial institution as defined in B.8.
10. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.
11. "Fraudulent instruction" means:
- a. With regard to Computer and Funds Transfer Fraud 1.b.:
    - (1) A computer, telefacsimile, telephone or other electronic instruction directing a "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", which instruction purports to have been issued by you, but which in fact was fraudulently issued by someone else without your knowledge or consent; or
    - (2) A written instruction (other than those covered under Forgery or Alteration) issued to a "financial institution" directing the "financial institution" to debit your "transfer account" and to transfer, pay or deliver "money" or "securities" from that "transfer account", through an electronic funds transfer system at specified times or under specified conditions, which instruction purports to have been issued by you, but which in fact was issued, forged or altered by someone else without your knowledge or consent.
  - b. With regard to Computer and Funds Transfer Fraud 2.:

A computer, telefacsimile, telephone or other electronic, written or voice instruction directing an "employee" to enter or change "electronic data" or "computer programs" within a "computer system" covered under the Computer and Funds Transfer Fraud, which instruction in fact was fraudulently issued by your computer software contractor.
12. "Manager" means a natural person serving in a directorial capacity for a limited liability company.
13. "Member" means an owner of a limited liability company represented by its membership interest who, if a natural person, may also serve as "manager".
14. "Messenger" means you, or your relative, or any of your partners or "members", or any "employee while having care and custody of property outside the "premises".
15. "Money" means:
- a. Currency, coins and bank notes in current use and having a face value; and
  - b. Travelers checks, register checks and money orders held for sale to the public.
16. "Occurrence" means:
- a. Under Employee Theft:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related;committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations.
  - b. Under Money and Securities:
    - (1) An individual act;
    - (2) The combined total of all separate acts whether or not related; or
    - (3) A series of acts whether or not related;

- committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations.
- c.** Under all other Coverage Extensions:
- (1)** An individual act or event;
  - (2)** The combined total of all separate acts or events whether or not related; or
  - (3)** A series of acts or events whether or not related;
- committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations.
- 17.** "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this insurance.
- 18.** "Premises" means the interior of that portion of any building you occupy in conducting your business.
- 19.** "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:
- a.** Caused or threatened to cause that person bodily harm; or
  - b.** Committed an obviously unlawful act witnessed by that person.
- 20.** "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
- a.** Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - b.** Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;
- but does not include "money".
- 21.** "Theft" means the unlawful taking of "money", "securities", or "other property" to the deprivation of the insured.
- 22.** "Transfer account" means an account maintained by you at a "financial institution" from which you can initiate the transfer, payment or delivery of "money" or "securities":
- a.** By means of computer, telefacsimile, telephone or other electronic instructions; or
  - b.** By means of written instructions (other than those covered under Forgery and Alteration) establishing the conditions under which such transfers are to be initiated by such "financial institution" through an electronic funds transfer system.
- 23.** "Transfer instruction" means an instruction directing you to transfer "money", "securities" or "other property".
- 24.** "Vendor" means an entity or individual from whom you purchase goods or receive services under a written contract.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### 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" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "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 is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. 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" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

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

### c. Liquor Liability

"Bodily injury" or "property damage" for which any 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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of 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, brother or sister of that "employee" as a consequence of Paragraph (1) above.

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

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

**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":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### 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 owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

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;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

#### 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", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, 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 you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

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

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".

#### **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.

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, 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.

#### **q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" 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.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".



**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

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 a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:
    - (1)** Agrees in writing to:
      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:
      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **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.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are 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.
  - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (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", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured 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 or the end of the policy period, whichever is earlier;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. 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 under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **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 Coverage Part apply 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, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes 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 Coverage Part.

##### **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 or settlement of the claim or defense against the "suit"; and
    - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
  - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- 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 Coverage Part 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; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable 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 Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". 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.

(3) 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:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

#### 9. When We Do Not Renew

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

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

### SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 9. "Insured contract" means:**
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b.** A sidetrack agreement;
  - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e.** An elevator maintenance agreement;
  - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph **f.** does not include that part of any contract or agreement:
    - (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
    - (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
      - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
    - (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.
- 10. "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. "Leased worker" does not include a "temporary worker".**
- 11. "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".
- 12. "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 Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2)** Cherry pickers and similar devices used to raise or lower workers;
  - f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.



However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

**13.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, 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;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) 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.
  - (c) 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.

b. 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 not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

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

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.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

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

**19.** "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.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

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

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**CYBERSECURE COVERAGE FORM**  
**COMPUTER ATTACK AND CYBER EXTORTION**  
**CYBER LIABILITY**  
**CYBER LIABILITY PROVIDES CLAIMS-MADE COVERAGE**  
**PLEASE READ THE ENTIRE FORM CAREFULLY.**

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

Throughout this policy, the words “you” and “your” refer to the “named insured(s)” shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance.

Some words and phrases that appear in **bold** face or quotation marks have special meaning. Refer to DEFINITIONS.

The terms and conditions of the Cancellation Clause of the Common Policy Conditions and any amendment to such terms incorporated by endorsement are hereby incorporated herein and shall apply to coverage as is afforded by this CyberSecure Coverage, unless specifically stated otherwise in an endorsement(s) attached hereto.

**SECTION 1 – COMPUTER ATTACK AND CYBER EXTORTION**

**A. COMPUTER ATTACK – COVERED CAUSE OF LOSS**

This Computer Attack coverage applies only if all of the following conditions are met:

1. There has been a “computer attack”; and
2. Such “computer attack” is first discovered by you during the policy period for which this Coverage Form is applicable; and
3. Such “computer attack” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

**B. COMPUTER ATTACK – COVERAGES PROVIDED**

If all three of the conditions listed above in COMPUTER ATTACK – COVERED CAUSE OF LOSS have been met, then we will provide you the following coverages for loss directly arising from such “computer attack”.

**1. Data Restoration**

We will pay your necessary and reasonable “data restoration costs”.

**2. Data Re-creation**

We will pay your necessary and reasonable “data re-creation costs”.

**3. System Restoration**

We will pay your necessary and reasonable “system restoration costs”.

**4. Loss of Business**

We will pay your actual “business income loss” and your necessary and reasonable “extra expenses”.

**5. Public Relations**

If you suffer a covered “business income loss”, we will pay for the services of a professional public relations firm to assist you in communicating your response to the “computer attack” to the media, the public and your customers, clients or members.

**C. CYBER EXTORTION – COVERED CAUSE OF LOSS**

This Cyber Extortion coverage applies only if all of the following conditions are met:

1. There has been a “cyber extortion threat”; and
2. Such “cyber extortion threat” is made against you during the policy period for which this endorsement is applicable; and

3. Such “cyber extortion threat” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first discovered by you.

#### **D. CYBER EXTORTION – COVERAGE PROVIDED**

If all three of the conditions listed above in CYBER EXTORTION – COVERED CAUSE OF LOSS have been met, then we will pay for your necessary and reasonable “cyber extortion expenses” arising directly from a “cyber extortion threat”. The payment of “cyber extortion expenses” must be approved in advance by us. We will not pay for “cyber extortion expenses” that have not been approved in advance by us. We will not unreasonably withhold our approval.

#### **E. SECTION 1 - LIMITS**

The most we will pay under Computer Attack and Cyber Extortion coverage is the Computer Attack and Cyber Extortion Limit indicated in the CyberSecure Coverage Declarations. If no limit is shown or is shown as Excluded in the CyberSecure Coverage Declarations, then the Computer Attack and Cyber Extortion coverage will be considered to have a limit of \$0.

The most we will pay under Data Re-creation coverage for loss (including “business income loss” and “extra expense” related to data re-creation activities) arising from any one “computer attack” is the Data Re-creation Sublimit indicated in the CyberSecure Coverage Declarations. This sublimit is part of, and not in addition to, the Computer Attack and Cyber Extortion Limit. If no sublimit is shown or is shown as Excluded in the CyberSecure Coverage Declarations, then the Data Re-creation coverage will be considered to have a sublimit of \$0.

The most we will pay under Loss of Business coverage for loss arising from any one “computer attack” is the Loss of Business Sublimit indicated in the CyberSecure Coverage Declarations. This sublimit is part of, and not in addition to, the Computer Attack and Cyber Extortion Limit. If no sublimit is shown or is shown as Excluded in the CyberSecure Coverage Declarations, then the Loss of Business coverage will be considered to have a sublimit of \$0.

The most we will pay under Public Relations coverage for loss arising from any one “computer attack” is the Public Relations Sublimit indicated in the CyberSecure Coverage Declarations. This sublimit is part of, and not in addition to, the Computer Attack and Cyber Extortion Limit. If no sublimit is shown or is shown as Excluded in the CyberSecure Coverage Declarations, then the Public Relations coverage will be considered to have a sublimit of \$0.

The most we will pay under Cyber Extortion coverage for loss arising from any one “cyber extortion threat” is the Cyber Extortion Expenses Sublimit indicated for this endorsement. This sublimit is part of, and not in addition to, the Computer Attack and Cyber Extortion Limit. If no sublimit is shown or is shown as Excluded on the CyberSecure Supplemental Declarations, then the Cyber Extortion coverage will be considered to have a sublimit of \$0.

The Computer Attack and Cyber Extortion Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 1 arising out of all “computer attack” and “cyber extortion threat” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “computer attack” or “cyber extortion threat” events occurring during that period.

A “computer attack” or “cyber extortion threat” may be first discovered by you in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “computer attack” or “cyber extortion threat” will be subject to the Computer Attack and Cyber Extortion Limit applicable to the policy period when the “computer attack” or “cyber extortion threat” was first discovered by you.

#### **F. SECTION 1 - DEDUCTIBLE**

The Computer Attack and Cyber Extortion coverage is subject to the Computer Attack and Cyber Extortion Deductible indicated in the CyberSecure Coverage Declarations. You shall be responsible for the applicable deductible amount as respects loss arising from each “computer attack” and “cyber extortion threat” covered under this Coverage Form.

## **SECTION 2 – CYBER LIABILITY**

### **A. CYBER LIABILITY – COVERED CAUSE OF LOSS**

This Cyber Liability coverage applies only if all of the following conditions are met:

1. You first receive notice of a “cyber liability suit” during the policy period for which this Coverage Form is applicable or any Extended Reporting Periods; and
2. Such “cyber liability suit” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

#### **B. CYBER LIABILITY – COVERAGES PROVIDED**

If both of the conditions listed above in **SECTION 2 – COVERED CAUSE OF LOSS** have been met, then we will provide you the following coverages for loss directly arising from such “cyber liability suit”.

##### **1. Defense**

We will pay your necessary and reasonable “cyber liability defense costs”.

##### **2. Settlement Costs**

We will pay your necessary and reasonable “cyber liability settlement costs”.

#### **C. SECTION 2 - LIMITS**

Except for post-judgment interest, the most we will pay under Cyber Liability coverage is the Cyber Liability Limit indicated in the CyberSecure Coverage Declarations. If no limit is shown or is shown as Excluded on the CyberSecure Coverage Declarations, then the Cyber Liability coverage will be considered to have a limit of \$0.

The Cyber Liability Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under Section 2 (other than post-judgment interest) arising out of all “cyber liability suits” of which you first receive notice during the present annual policy period or any Extended Reporting Periods. This limit applies regardless of the number of “cyber liability suits” of which you first receive notice during that period.

You may first receive notice of a “cyber liability suit” in one policy period but it may cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “cyber liability suit” (other than post-judgment interest) will be subject to the Cyber Liability Limit applicable to the policy period when notice of the “cyber liability suit” was first received by you.

The Cyber Liability Limit for the Extended Reporting Periods (if applicable) shall be part of, and not in addition to, the Cyber Liability Limit for the immediately preceding policy period.

#### **D. SECTION 2 - DEDUCTIBLE**

The Cyber Liability coverage is subject to the Cyber Liability Deductible indicated in the CyberSecure Coverage Declarations. You shall be responsible for the applicable deductible amount as respects loss arising from each “cyber liability suit” covered under this Coverage Form.

## **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO ALL SECTIONS**

#### **A. EXCLUSIONS**

We will not pay for costs or loss arising from the following:

1. Loss to the internet, an internet service provider, or any computer or computer system that is not owned or leased by you and operated under your control.
2. Costs to research or correct any deficiency.
3. Any fines or penalties.
4. Any criminal investigations or proceedings.
5. Your intentional or willful complicity in a covered loss event or your reckless disregard for the security of your computer system or data.
6. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
7. Any “computer attack” occurring prior to the first inception of this CyberSecure Coverage Form or any coverage substantially similar to that described in this Coverage Form.
8. That part of any “cyber liability suit” seeking any non-monetary relief.

9. Any "cyber liability suit" arising from a propagation of malware, "denial of service attack", or if applicable, loss, release or disclosure of business data or electronic display of information that occurred prior to the first inception of this CyberSecure Coverage Form or any coverage substantially similar to that described in this Coverage Form.
10. The propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers in connection with hardware or software created, produced or modified by you for sale, lease or license to third parties.
11. Seizure or destruction of property by order of governmental authority.
12. Nuclear reaction or radiation or radioactive contamination, however caused.
13. War and hostile action, including any of the following and any consequence of any of the following:
  - a. Cyber warfare, whether or not occurring in combination with physical combat;
  - b. Undeclared war;
  - c. Civil war;
  - d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or
  - e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

- a. Statements by an impacted government, sovereign or other authority;
- b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
- c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the "loss".

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

14. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.
15. Any provision of coverage under this CyberSecure coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.
16. Any "electronic media liability suit" brought against you if your business is (a) advertising, broadcasting, publishing or telecasting; (b) designing or determining content of web-sites for others; or (c) an internet search, access, content or service provider.

## **B. CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

### **1. Abandonment**

There can be no abandonment of any property to us.



## 2. Concealment or Fraud

This policy is void if you have intentionally concealed or misrepresented any material fact or circumstance relating to this insurance.

## 3. Cyber Extortion Service Provider

- a. We will only pay under this CyberSecure coverage for cyber extortion negotiation and investigation services that are provided by service providers approved by us. You must obtain our prior approval for any negotiation and investigation service provider whose expenses you want covered under this CyberSecure coverage. We will not unreasonably withhold such approval.
- b. You must come to agreement with us regarding the service provider(s) to be used for the cyber extortion negotiation and investigation services. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - 1) Such alternate service provider must be approved by us;
  - 2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - 3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

## 4. Coverage Territory

The "computer attack" must involve a computer or other electronic hardware that is owned or leased by you and operated under your control within the United States of America, its territories and possessions, and Puerto Rico.

The "cyber liability suit" must be brought in the United States of America, its territories and possessions, Puerto Rico or Canada.

## 5. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this Coverage Form. This includes, but is not limited to, complying with reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate computer and internet security; and
- b. Maintaining and updating at appropriate intervals backups of computer data.

## 6. Duties in the Event of a "Computer Attack"

You must see that the following are done in the event of a "computer attack":

- a. Notify the police if a law may have been broken.
- b. Give us prompt notice of the "computer attack". As noted in Section 1 A.3., you must report the "computer attack" to us within 60 days of the date you first discover it.
- c. As soon as possible, give us a description of how, when and where the "computer attack" occurred.
- d. Take all reasonable steps to protect computers or other electronic hardware. If feasible, preserve evidence of the "computer attack".
- e. Permit us to inspect the property and records proving the "computer attack".
- f. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. In such event, your answers must be signed.
- g. Send us a signed, sworn statement containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- h. Cooperate with us in the investigation or settlement of the claim.

## 7. Duties in the Event of a "Cyber Liability Suit"

If a "cyber liability suit" is brought against you, you must:

- a. Immediately record the specifics of the "cyber liability suit" and the date received; and
- b. Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "cyber liability suit" is first received by you.
- c. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "cyber liability suit";
- d. Authorize us to obtain records and other information;
- e. Cooperate with us in the investigation, settlement or defense of the "cyber liability suit";

- f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
- g. Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "cyber liability suit".

#### **8. Extended Reporting Periods**

- a. You shall have the right to the Extended Reporting Periods described in this section, in the event of a "termination of coverage".
- b. If a "termination of coverage" has occurred, you shall have the right to the following:
  - 1) An Automatic Extended Reporting Period of 30 days after the effective date of "termination of coverage" at no additional premium in which to give us written notice of a "cyber liability suit" of which you first receive notice during said Automatic Extended Reporting Period for any propagation of malware, "denial of service attack", or if applicable, loss, release or disclosure of business data or electronic display of information occurring before the end of the coverage period for this CyberSecure coverage and which is otherwise covered by this CyberSecure coverage; and
  - 2) Upon payment of an additional premium of 100% of the full annual premium applicable to this CyberSecure coverage, a Supplemental Extended Reporting Period of 1 year immediately following the effective date of "termination of coverage" in which to give to us written notice of a "cyber liability suit" of which you first receive notice during said Supplemental Extended Reporting Period for any propagation of malware, "denial of service attack", or if applicable, loss, release or disclosure of business data or electronic display of information occurring before the end of the coverage period for this CyberSecure coverage and which is otherwise covered by this CyberSecure coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 30 days of the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

#### **9. Legal Action Against Us**

No one may bring a legal action against us under this insurance unless:

- a. There has been full compliance with all of the terms of this insurance; and
- b. The action is brought within 2 years after the date the "computer attack" is first discovered by you, or the date on which you first receive notice of a "cyber liability suit".

#### **10. Cyber Liability Defense**

- a. We shall have the right and the duty to assume the defense of any applicable "cyber liability suit" against you. You shall give us such information and cooperation as we may reasonably require.
- b. You shall not admit liability for or settle any "cyber liability suit" or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "cyber liability suit" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- d. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any "cyber liability suit", after the Cyber Liability Limit has been exhausted.
- e. We shall pay all interest on that amount of any judgment within the Cyber Liability Limit which accrues:
  - 1) After entry of judgment; and
  - 2) Before we pay, offer to pay or deposit in court that part of the judgment within the Cyber Liability Limit or, in any case, before we pay or offer to pay the entire Cyber Liability Limit.



These interest payments shall be in addition to and not part of the Cyber Liability Limit.

### 11. Other Data and Media Liability Coverage in This Policy

Some elements of this CyberSecure coverage may also be covered under the policy to which this Coverage Form is attached. If so, this CyberSecure coverage will apply as excess, additional coverage. If loss payment has been made under the policy for the same event, the amount of such payment will count towards the deductible that applies to this CyberSecure coverage.

### 12. Policy Period

This policy applies only to "computer attacks" that are first discovered by you during the policy period shown in the Common Policy Declarations, and to "cyber liability suits" of which you first receive notice during the policy period shown in the Common Policy Declarations. The policy period begins and ends at 12:01 a.m., Standard Time, at your address shown in the Common Policy Declarations.

### 13. Services

The following conditions apply as respects any services provided to you by any service firm provided or paid for in whole or in part under this Coverage Form:

- a. The effectiveness of such services depends on your cooperation and assistance.
- b. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

## C. DEFINITIONS

With respect to the provisions of this Coverage Form only, the following definitions are added:

1. "Business Income Loss" means the sum of the:
  - a. Net income (net profit or loss before income taxes) that would have been earned or incurred; and
  - b. Continuing normal and necessary operating expenses incurred, including employee payroll, actually lost by you during the "period of restoration".
2. "Computer Attack" means one of the following involving a computer or other electronic hardware that is owned or leased by you and operated under your control:
  - a. Unauthorized Access - meaning the gaining of access to your computer system by an unauthorized person or persons; or
  - b. Malware Attack – meaning damage to your computer system or data arising from malicious code, including viruses, worms, Trojans, spyware and keyloggers. This does not mean damage from shortcomings or mistakes in legitimate electronic code or damage from code installed on your computer system during the manufacturing process.
  - c. "Denial of Service Attack"
3. "Cyber Extortion Expenses" means
  - a. The cost of a negotiator or investigator retained by you in connection with a "cyber extortion threat"; and
  - b. Any amount paid by you in response to a "cyber extortion threat" to the party that made the "cyber extortion threat" for the purposes of eliminating the "cyber extortion threat".
4. "Cyber Extortion Threat" means a demand for money from you based on a credible threat, or series of related credible threats, to launch a "denial of service attack" against you. "Cyber extortion threat" does not include any threat made in connection with a legitimate commercial dispute. "Cyber extortion threat" does not include any threat to take an action other than a "denial of service attack" against you.
5. "Cyber Liability Defense Costs"
  - a. "Cyber liability defense costs" means reasonable and necessary expenses resulting solely from the investigation, defense and appeal of any "cyber liability suit" against you. Such expenses may be incurred by us. Such expenses may include premiums for any appeal bond, attachment bond or similar bond. However, we have no obligation to apply for or furnish such bond.
  - b. "Cyber liability defense costs" does not mean your salaries or your loss of earnings.
6. "Cyber Liability Settlement Costs"
  - a. "Cyber liability settlement costs" means the following, when they arise from a "cyber liability suit":
    - 1) Damages, judgments or settlements; and

- 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or court order; and
  - 3) Pre-judgment interest on that part of any judgment paid by us.
- b. "Cyber liability settlement costs" does not mean:
- 1) Civil or criminal fines or penalties imposed by law;
  - 2) Punitive or exemplary damages;
  - 3) The multiplied portion of multiplied damages;
  - 4) Taxes; or
  - 5) Matters which may be deemed uninsurable under the applicable law.
7. "Cyber Liability Suit" means:
- a. A "network security liability suit"; and
  - b. If the Electronic Media Liability line under Cyber Liability Optional Coverage on the CyberSecure Supplemental Declarations is marked as Included, then "cyber liability suit" also means an "electronic media liability suit".
8. "Data Re-creation Costs"
- a. "Data re-creation costs" means the costs of an outside professional firm hired by you to research, re-create and replace data that has been lost or corrupted and for which there is no electronic source available or where the electronic source does not have the same or similar functionality to the data that has been lost or corrupted.
  - b. "Data re-creation costs" also means your actual "business income loss" and your necessary and reasonable "extra expenses" arising from the lack of the lost or corrupted data during the time required to research, re-create and replace such data.
  - c. "Data re-creation costs" does not mean costs to research, re-create or replace:
    - 1) Software programs or operating systems that are not commercially available; or
    - 2) Data that is obsolete, unnecessary or useless to you.
9. "Data Restoration Costs"
- a. "Data restoration costs" means the costs of an outside professional firm hired by you to replace electronic data that has been lost or corrupted. In order to be considered "data restoration costs," such replacement must be from one or more electronic sources with the same or similar functionality to the data that has been lost or corrupted.
  - b. "Data restoration costs" does not mean costs to research, restore or replace:
    - a) Software programs or operating systems that are not commercially available; or
    - b) Data that is obsolete, unnecessary or useless to you.
10. "Denial of Service Attack" means an intentional attack designed to overwhelm the capacity of the target computer system in order to deny or impede authorized users from gaining access to the target computer system through the internet.
11. "Electronic Media Liability Suit"
- a. "Electronic media liability suit" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that an error, misstatement or misleading statement in a display of information in electronic form by you on a website resulted in:
    - 1) Infringement of another's copyright, title, slogan, trademark, trade name, trade dress, service mark or service name;
    - 2) Defamation against a person or organization that is unintended; or
    - 3) A violation of a person's right of privacy, including false light and public disclosure of private facts.
 "Electronic media liability suit" includes the following:
    - 1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or

- 2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - b. "Electronic media liability suit" does not mean any demand or action alleging or arising from property damage or bodily injury.
  - c. "Electronic media liability suit" does not mean any demand or action brought by or on behalf of someone who is:
    - 1) Your director or officer;
    - 2) Your owner or part-owner; or
    - 3) A holder of your securities;
 in their capacity as such, whether directly, derivatively, or by class action.
12. "Extra Expense" means the additional cost you incur to operate your business during the "period of restoration" over and above the cost that you normally would have incurred to operate your business during the same period had no "computer attack" occurred.
13. "Network Security Liability Suit"
- a. "Network security liability suit" means a civil proceeding against you in which damages are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. Such proceeding must be based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed one or more of the following to happen:
    - 1) The unintended propagation or forwarding of malware, including viruses, worms, Trojans, spyware and keyloggers. Malware does not include shortcomings or mistakes in legitimate electronic code.
    - 2) The unintended abetting of a "denial of service attack" against one or more other systems.
  - b. If the 3<sup>rd</sup> Party Business Information line under Cyber Liability Optional Coverage on the CyberSecure Coverage Declarations is marked as Included, then "network security liability suit" also means a civil proceeding against you in which damages are alleged which is brought in the United States of America, Puerto Rico or Canada and which is based on an allegation that a negligent security failure or weakness with respect to a computer or other electronic hardware that is owned or leased by you and operated under your control allowed the loss, release or disclosure of business data that is owned by or proprietary to a third party. This does not include personally identifying information or other information that is sensitive or personal to individuals. If the 3<sup>rd</sup> Party Business Information line under Network Security Liability Optional Coverage on the CyberSecure Coverage Declarations is marked as Excluded or is blank, then "network security liability suit" does not include such suits.
  - c. If the Electronic Media Liability line under Cyber Liability Optional Coverage on the CyberSecure Supplemental Declarations is marked as Included, then "network security liability suit" also means an "electronic media liability suit".
  - d. "Network security liability suit" includes the following:
    - 1) An arbitration or alternative dispute resolution proceeding that you are required to submit to or which we agree you should submit to; or
    - 2) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
  - e. "Network security liability suit" does not mean any demand or action alleging or arising from property damage or bodily injury.
  - f. "Network security liability suit" does not mean any demand or action brought by or on behalf of someone who is:
    - 1) Your director or officer;
    - 2) Your owner or part-owner; or
    - 3) A holder of your securities;
 in their capacity as such, whether directly, derivatively, or by class action.

14. "Period of Restoration" means the period of time that begins at the time that the "computer attack" is discovered by you and continues until the earlier of:
  - a. The date that all data restoration, data re-creation and system restoration directly related to the "computer attack" has been completed; or
  - b. The date on which such data restoration, data re-creation and system restoration could have been completed with the exercise of due diligence and dispatch.
15. "System Restoration Costs"
  - a. "System restoration costs" means the costs of an outside professional firm hired by you to do any of the following in order to restore your computer system to its pre- "computer attack" level of functionality:
    - 1) Replace or reinstall computer software programs;
    - 2) Remove any malicious code; and
    - 3) Configure or correct the configuration of your computer system.
  - b. "System restoration costs" does not mean:
    - 1) Costs to increase the speed, capacity or utility of your computer system;
    - 2) Labor of your employees;
    - 3) Any costs in excess of the actual cash value of your computer system; or
    - 4) Costs to repair or replace hardware.
16. "Termination of Coverage" means:
  - a. You or we cancel this CyberSecure coverage;
  - b. You or we refuse to renew this CyberSecure coverage; or
  - c. We renew this CyberSecure coverage on an other than claims-made basis or with a retroactive date later than the date of the first inception of this CyberSecure Coverage Form or any coverage substantially similar to that described in this Coverage Form.

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

## STATE AUTO PEAK SERIES FOR LIABILITY

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### CONTENTS:

1. EXPECTED OR INTENDED PROPERTY DAMAGE
2. BROADENED NON-OWNED WATERCRAFT
3. AMENDED SUPPLEMENTARY PAYMENTS
4. BROADENED DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU
5. ADDITIONAL INSURED - BROAD FORM VENDORS
6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES
7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT
8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE
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10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
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12. PROJECT/LOCATION PRODUCTS-COMPLETED OPERATIONS AGGREGATE
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14. INCIDENTAL HEALTH CARE MALPRACTICE LIABILITY
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17. "MOBILE EQUIPMENT" REDEFINED
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19. FELLOW EMPLOYEE COVERAGE
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21. ALIENATED PREMISES AMENDMENT
22. UNMANNED AIRCRAFT COVERAGE
23. COORDINATING COVERAGE

### 1. EXPECTED OR INTENDED PROPERTY DAMAGE

**Exclusion 2.a.** in **SECTION I - COVERAGE A** is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

### 2. BROADENED NON-OWNED WATERCRAFT

- A. If Endorsement **CG 21 09**, **CG 21 10**, **CG 24 50** or **CG 24 51** is attached to the Policy, the following is added to Paragraph **2.g.(2)(b)** - **Exclusions** under **SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraph **2.g.(2)(b)** of **SECTION I – COVERAGE A** is replaced by the following:

- (b) A watercraft you do not own that is:

- (i) Less than 51 feet long; and
- (ii) Not being used to carry persons or property for a charge;

**B.** If Paragraph **2.A.** does not apply, the following is added to Paragraph **2.g.(2) - Exclusions** under **SECTION I - COVERAGE** pertaining to non-owned watercraft, is changed to the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons or property for a charge.

### **3. AMENDED SUPPLEMENTARY PAYMENTS**

Paragraphs **b.** and **d.** of the **SUPPLEMENTARY PAYMENTS - COVERAGES A and B** section are changed as shown:

- b.** Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$750 a day because of time off from work.

### **4. BROADENED DAMAGE TO PREMISES RENTED TO YOU**

**A.** The paragraph immediately following **Exclusion 2.j.(6)** in **SECTION I - COVERAGE A**, is amended as follows:

Paragraph **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

**B.** The last paragraph under **Exclusion 2.** in **SECTION I - COVERAGE A**, is amended as follows: Exclusions **c.** through **n.** do not apply to damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits Of Insurance**.

**C.** **SECTION III - LIMITS OF INSURANCE** is amended as follows:

Paragraph **6.** is deleted and replaced with the following:

**6.** Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, lightning, explosion, water damage or sprinkler leakage, while rented to you or temporarily occupied by you, with permission of the owner. Subject to all the terms of **SECTION III - LIMITS OF INSURANCE**, the Damage to Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The amount shown in the Declarations for Damage to Premises Rented To You Limit.

**D.** Paragraph **4.b.(1)(a)(ii)** in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced with the following:

**(ii)** That is Fire, Smoke, Lightning, Explosion, Water Damage, or Sprinkler Leakage Insurance for premises while rented to you or temporarily occupied by you with the permission of the owner.

**E.** Paragraph **9.a.** in **SECTION V - DEFINITIONS** is amended to read:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, smoke, lightning, explosion, or water damage or sprinkler leakage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

## 5. ADDITIONAL INSURED - BROAD FORM VENDORS

- A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any "vendor", but only with respect to "bodily injury" or "property damage" arising out of "your product" which is distributed or sold in the regular course of the "vendor's" business.

However, the insurance afforded to such "vendor":

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such "vendor".

- B.** With respect to the insurance afforded to these "vendors", the following additional exclusions apply:

1. The insurance afforded the "vendor" does not apply to:
  - a. "Bodily injury" or "property damage" for which the "vendor" is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the "vendor" would have in the absence of the contract or agreement;
  - b. Any express warranty unauthorized by you;
  - c. Any physical or chemical change in the product made intentionally by the "vendor";
  - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - e. Any failure to make such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - f. Demonstration, installation, servicing or repair operations, except such operations performed at the "vendor's" premises in connection with the sale of the product;
  - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the "vendor"; or
  - h. "Bodily injury" or "property damage" arising out of the sole negligence of the "vendor" for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (1) The exceptions contained in Sub-paragraphs **d.** or **f.**; or
    - (2) Such inspections, adjustments, tests or servicing as the "vendor" has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This insurance does not apply if "bodily injury" or "property damage" included within the "products completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

- C.** With respect to the insurance afforded to these "vendors", the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the "vendor" is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**D.** The following definition is added to the **Definitions** section:

"Vendor" means any person or organization who distributes or sells "your product" in the regular course of its business when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

**6. ADDITIONAL INSURED - MANAGER OR LESSORS OF PREMISES**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease a building or premises when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by some negligent act or omissions by you, your employees, your agents, or your subcontractors as a result of your occupancy, maintenance or use of that part of the premises leased to you, provided that:

1. The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. The written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage was sought.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. Exclusions**

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Any structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) from which you lease a building or premises.
3. Any premise for which coverage is excluded by endorsement.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

**7. ADDITIONAL INSURED - LESSORS OF EQUIPMENT**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).



However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance;
- whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declarations.

#### 8. ADDITIONAL INSURED – GRANTOR OF FRANCHISE

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**: If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### 9. ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN NON-CONSTRUCTION CONTRACT OR AGREEMENT

- A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a non-construction contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- B. The insurance afforded to such additional insured described in Paragraph A. of this endorsement:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**D.** Paragraph 9.f. of **SECTION V - DEFINITIONS** is amended as follows:

- 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, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

**10. AUTOMATIC INSURED STATUS FOR NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES**

**A.** Paragraph 3. under **SECTION II – WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**B.** The last paragraph of **SECTION II – WHO IS AN INSURED** is replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past:

1. Partnership or joint venture; or
2. Limited liability company, unless Paragraph **A.** above applies;

that is not shown as a Named Insured in the Declarations.

## 11. LOCATION/PROJECT GENERAL AGGREGATE

**A.** For all sums which the insured become legally obligated to pay as damages caused by an "occurrence" under **SECTION I – COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I – COVERAGE C**, which can be attributed only to:

(i) ongoing operations at a single project away from premises owned or rented to you or;

(ii) a single "location" owned or rented to you:

1. A separate Project/"Location" General Aggregate Limit applies to each applicable project or "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Project/"Location" General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages 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 or under **COVERAGE C** for medical expenses shall reduce the Project/"Location" General Aggregate Limit for each applicable project or "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Project/"Location" General Aggregate Limit for any other project or "location".
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Project/"Location" General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C**, which cannot be attributed only to ongoing operations at a single project or only to operations at a single "location":

1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses 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 Project/"Location" General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, except where addressed by a separate provision, and not reduce the General Aggregate Limit nor the Project/"Location" General Aggregate Limit.

- D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.
- E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** 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 **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

## 12. LOCATION/PROJECT PRODUCTS-COMPLETED OPERATIONS AGGREGATE

When coverage for the "products-completed operations hazard" is purchased under this policy the following applies:

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which can be attributed only to:
  - (i) "your work" at a single project; or
  - (ii) operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location".
    - 1. A separate Project/"Location" Products-Completed Operations Aggregate Limit applies to each project or covered "location", and that limit is equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations.
    - 2. The Project/"Location" Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A** because of "bodily injury" and "property damage" included in the "products-completed operations hazard", regardless of the number of:
      - a. Insureds;
      - b. Claims made or "suits" brought; or
      - c. Persons or organization making claims or bringing "suits"
    - 3. Any payments made under **COVERAGE A** for damages shall reduce the Project/"Location" Products-Completed Operations Aggregate Limit for that project or covered "location". Such payments shall not reduce the Products-Completed Operations Aggregate Limit shown in the Declarations nor shall they reduce any other Project/"Location" Products-Completed Operations Aggregate Limit for any other project or covered "location".
    - 4. The limit shown in the Declarations for Each Occurrence continues to apply. However, instead of being subject to the Products-Completed Operations Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Project/"Location" Products-Completed Operations Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **SECTION I - COVERAGE A**, because of "bodily injury" and "property damage" included in the "products-completed operations hazard" which cannot be attributed only to:
  - (i) "your work" at a single project; or
  - (ii) operations at; or "your products" manufactured, sold, handled or distributed at, from or in connection with: a single "location":
    - 1. Any payments made under **COVERAGE A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" shall reduce the amount available under the Products-Completed Operations Aggregate Limit; and

2. Such payments shall not reduce any Project/"Location" Products-Completed Operations Aggregate Limit.

- C. Any payments for damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the General Aggregate Limit, and will not reduce the Products-Completed Operations Aggregate Limit nor any Project/"Location" General Aggregate Limit.
- D. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same project.
- E. For the purposes of this endorsement, **SECTION V - DEFINITIONS** 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 **SECTION III – LIMIT OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

### 13. IMPROVED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION

**Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

Paragraphs e. and f. are added to **2. Duties In the Event of Occurrence, Offense, Claim Or Suit**, as shown:

- e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership; or
  - (3) An "executive officer" or insurance manager, if you are a corporation.
  - (4) A member or manager if the named insured is a limited liability company.
- f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership; or
  - (3) An "executive officer" or insurance manager, if you are a corporation.
  - (4) A member or manager if the named insured is a limited liability company.

### 14. INCIDENTAL HEALTH CARE MALPRACTICE LIABILITY

Only with respect to "bodily injury" arising out of a "health care incident" described in this endorsement, the following applies:

- A. The following is added to Paragraph **1.b. Insuring Agreement of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES**

#### **Incidental Health Care Malpractice Liability**

This insurance applies to "bodily injury" arising out of a "health care incident" providing the professional health care services are incidental to the named insured's primary business purpose when the "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory" and occurs during the policy period.

**B. Paragraph 2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I – COVERAGES is amended as follows:**

1. Paragraph 2.b., **Contractual Liability** is deleted and replaced with the following:

**b. Contractual Liability**

"Bodily injury" for which the insured is obligated to pay damages by reason of the assumption of 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.

2. The following is added:

Any "health care incident" for which coverage is excluded by separate endorsement.

**C. The following replaces to Paragraph 2.a.(1)(d) of SECTION II – WHO IS AN INSURED**

- (d)** Arising out of his or her providing or failing to provide "professional health care services".

However, if your primary business purpose is not providing "professional health care services", paragraph **(d)** does not apply to "bodily injury" arising out of a "health care incident" and will be considered within the performance of their duties related to the conduct of your business.

**D. SECTION V - DEFINITIONS is amended to:**

1. Add the following definitions:

- a. "Health care incident" means an act, error or omission by the named insured's "employee's" or "volunteer workers" in the rendering of:

- (1) "Professional health care services" on behalf of the named insured; or
- (2) Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

- b. "Professional health care services" means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- (1) Physician;
- (2) Nurse;
- (3) Nurse practitioner;
- (4) Emergency medical technician;
- (5) Paramedic;
- (6) Dentist;
- (7) Physical therapist;
- (8) Psycho therapist;
- (9) Psychologist;
- (10) Speech therapist; or
- (11) Other allied health professional

2. The definition of "occurrence" is deleted and replaced with the following:

"Occurrence" means a "health care incident". All acts, errors or omission that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single "occurrence";

**E. Paragraph 4.b.(1) Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced by the following:**

**Other Insurance**

**b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self-insurance or risk transfer instrument, whether primary, excess, contingent of on any other basis, except for insurance purchased specifically by the named insured to be excess of this coverage.

**15. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)**

Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery against any person(s) or organization(s), because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to the loss.

**16. PRIMARY AND NONCONTRIBUTORY**

Subparagraph **a. Primary Insurance** of Paragraph 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following additional paragraph:

However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured under the terms of this Coverage Form or amendatory endorsement provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**17. "MOBILE EQUIPMENT" REDEFINED**

**SECTION V - DEFINITIONS** is amended as follows:

- a. Paragraph **12.f.(1)(a), (b), and (c)** of the "mobile equipment" definition does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**18. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

Unless otherwise amended by separate endorsement to this Coverage Form, the following paragraph is added to Paragraph 6. of **SECTION IV - CONDITIONS**: Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Form, we shall not deny coverage under this Coverage Form because of such failure.

**19. FELLOW EMPLOYEE COVERAGE**

For the purpose of this coverage, paragraph **2.a.(1)**, in **SECTION II – WHO IS AN INSURED**, is replaced by the following:

**(1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or member (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

However, this does not apply to "bodily injury" to a co-"employee" when caused by your "employee", except with respect to claims for "bodily injury" to:

- (a)** A person arising out of any:
  - (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;

- (b) 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) (i), (ii), or (iii) above is directed; or
- (c) Any person due to alleged negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others.

**20. BROADENED BODILY INJURY DEFINITION**

Unless otherwise amended by separate endorsement to this Coverage Form, the following replaces paragraph 3. in **SECTION V - DEFINITIONS**:

- a. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death, shock, mental anguish or mental injury sustained by that person at any time resulting from the bodily injury, sickness or disease.

**21. ALIENATED PREMISES AMENDMENT**

Paragraph **2.J.(2), Exclusions**, of **SECTION I - COVERAGE A**. Bodily Injury and Property Damage Liability is replaced as follows:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**22. UNMANNED AIRCRAFT COVERAGE**

- A. The following is added to Exclusion **2.g. Aircraft, Auto or Watercraft** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**

This exclusion does not apply to:

**(6) Unmanned Aircraft**

"Bodily Injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft" weighing 15 lbs or less. Use includes operation and "loading or unloading".

- B. The following is added to **SECTION V - DEFINITIONS**:

"Unmanned aircraft" means an aircraft that is not:

- a. Designed;
- b. Manufactured; or
- c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

If forms CG 21 09, CG 21 10 or CG 21 11 are attached to this policy, they do not apply to the extent that coverage is provided under this Paragraph **19. UNMANNED AIRCRAFT COVERAGE**

**23. COORDINATING COVERAGE**

If the coverage provided by any provision within this endorsement, any other endorsement, form, or policy issued to you by us or any company affiliated with us apply to the same "occurrence", the maximum applicable per "occurrence" and aggregate limits of insurance available under all the endorsements, forms or policies shall not exceed the highest applicable per "occurrence" and aggregate limits of insurance under any one endorsement, form, or policy.

This condition does not apply to any coverage or policy issued by us or an affiliated company to apply specifically as excess insurance over the applicable coverage.



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

## STATE AUTO PEAK SERIES FOR HABITATIONAL LIABILITY

Unless otherwise amended by separate endorsement this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### CONTENTS:

- A. TENANT'S PROPERTY LEGAL LIABILITY COVERAGE
- B. LOCK-OUT OR SALE, REMOVAL AND DISPOSAL LIABILITY COVERAGE

**SECTION I —COVERAGES Coverage A — Bodily Injury and Property Damage Liability** is amended to include the following:

#### A. Tenants' Property Legal Liability Coverage

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies to a "tenant's property" (or the property of others for which the tenant is legally liable) only while the property is in your care, custody or control inside your leased unit, apartment or storage at the premises described in the Declarations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "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 is limited as described in Paragraph **A.4.**below;
- (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance for this coverage; and
- (3) Our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under the Tenants' Property Legal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under that Supplementary Payments provision.

- b. This coverage applies to "property damage" only if:

- (1) The "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "property damage" occurs during the policy period.

##### 2. Exclusions

This coverage does not apply to:

- a. "Property damage" to any land motor vehicle, trailer or semitrailer stored by a tenant at the described premises.

- b. "Property damage" for which the insured is obligated to pay damages by reason of the assumption of 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.
- c. Liability arising out of intentional "property damage" or dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.
- d. Liability arising out of your "sale and disposal operations"
- e. Any loss covered under **Section I —Property**.

### 3. Supplementary Payments

The Supplementary Payments provision applicable to the Bodily Injury, Property Damage and Personal And Advertising Injury Liability Coverages also applies to this **Tenants' Property Legal Liability Coverage**.

### 4. The following is adding to **SECTION III – LIMITS OF INSURANCE**

- a. The most we will pay for the sum of all damages under **Tenants' Property Legal Liability Coverage** because of "property damage" to "tenants' property" in any one "occurrence" is the applicable limit of insurance shown in the Declarations.
- b. The limit in **4.a.** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

### 5. The following conditions replace the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under the Commercial General Liability Conditions for the **Tenants' Property Legal Liability Coverage**:

- a. You must see to it that we are notified as soon as possible of "property damage" to a "tenant's property" which may result in a claim. To the extent possible, notice should include how, when and where the "property damage" of the "tenant's property" took place.
- b. If a claim is made or "suit" is brought against any insured as a result of "property damage" to a "tenant's property" 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 our investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assists us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an action to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

## **B. Lock-out Or Sale, Removal And Disposal Liability Coverage**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of acts or omissions arising out of a "lock-out", or the sale, removal or disposal of "tenants' property" in the course of "sale and disposal operations". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for acts or omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any act or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **B.4.** below
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Lock-out Or Sale, Removal And Disposal Liability Coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under that Supplementary Payments provision.

- b. This coverage applies only to an act or omission which takes place in the "coverage territory" and during the policy period.

### **2. Exclusions**

This coverage does not apply to:

- a. Liability for damages which the insured is obligated to pay by reason of the assumption of 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.
- b. Liability arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property.

### **3. Supplementary Payments**

The Supplementary Payments provision applicable to the Bodily Injury, Property Damage and Personal And Advertising Injury Liability Coverages also applies to this **Lock-out Or Sale, Removal And Disposal Liability Coverage**.

### **4. The following is adding to SECTION III – LIMITS OF INSURANCE**

Regardless of the number of insureds, claims made or "suits" brought, or persons or organizations making claims or bringing "suits":

- a. Subject to **5.b.** below the most we will pay for the sum of all damages because of all acts or omissions arising out of each "lock-out", or sale, removal or disposal of "tenants' property" under the **Lock-out Or Sale, Removal And Disposal Liability Coverage** is the applicable limit of insurance shown in the Declarations.
- b. The limit in **5.a.** above is part of and not in addition to the Commercial General Liability Each Occurrence limit described in Paragraph **5.** of **Section III – Limits of Insurance** of the Commercial General Liability Coverage Form.

5. The following conditions replace the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under the Commercial General Liability Conditions for the **Lock-out Or Sale, Removal And Disposal Liability Coverage**:

- a. You must see to it that we are notified as soon as possible of a "lock-out", or the sale, removal or disposal of "tenants' property" which may result in a claim. To the extent possible, notice should include how, when and where the "lockout" or sale, removal or disposal of "tenants' property" took place.
- b. If a claim is made or "suit" is brought against any insured as a result of a "lock-out" or sale, removal or disposal of "tenants' property", 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 our investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an action to which this insurance may apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

C. The following is added to **SECTION V - DEFINITIONS**:

- 1. "Lock-out" means denying a "tenant" access to the "tenant's property" or the occupancy of a unit or apartment the "tenant" is occupying.
- 2. "Tenant" means anyone who is lawfully residing in a unit or apartment of a covered building. A person is lawfully residing in a unit or apartment if:
  - a. He or she is in compliance with the terms of the charter, constitution, by-laws or any other similar governing document of the named insured; and
  - b. He or she is a permanent resident of such unit or apartment.
- 3. "Tenant's property" means "money", "securities" and other tangible property having intrinsic value that belongs to your "tenant".
- 4. "Sale and disposal operations" means all activities you conduct to reclaim an apartment or storage space when a "tenant" maintenance payment is delinquent or unpaid.

## COMMERCIAL GENERAL LIABILITY

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

## CONDOMINIUMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (Section II) is amended to include the following as an insured:
  - a. The developer in the developer's capacity as a unit owner, but only with respect to the developer's liability arising out of:
    - 1) The ownership, maintenance or repair of that portion of the premises which is not owned solely by the developer; or
    - 2) The developer's membership in the association.

However, the insurance afforded with respect to the developer does not apply to liability for acts or omissions as a developer.
  - b. Each other unit owner of the described condominium, but only with respect to that person's liability arising out of the ownership, maintenance or repair of that portion of the premises which is not owned solely by the unit owner or out of that person's membership in the association.
2. Add the following to paragraph 2. of CANCELLATION (Common Policy Conditions):
 

We may cancel this Coverage Part by mailing or delivering to:

  - a. The first Named insured, and
  - b. Each unit owner to whom certificates of insurance have been issued

written notice of cancellation at least 30 days before the effective date of cancellation.
3. The following is added to Condition 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section IV):
 

We waive any rights which the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition may give us against:

  - a. Any unit owner, including the developer, and household members;
  - b. The association; and
  - c. Members of the board of directors for acts or omissions within the scope of their duties for you.

We reserve our right, however, to recover against the developer for acts or omissions that the developer may be liable for in the capacity as a developer.
4. The following Condition is added to Commercial General Liability Conditions (Section IV):
 

Acts or Omissions by Unit Owners. No act or omission by any unit owner unless acting within the scope of the unit owner's authority on behalf of the association, will void the policy or be a condition to recovery under the policy.

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

## **EXCLUSION – BIOMETRIC PRIVACY INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

With respect to **Coverage B – PERSONAL AND ADVERTISING LIABILITY**, Paragraph **14.** of **SECTION V - DEFINITIONS** section is replaced by the following:

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, 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;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

However, this does not include the oral, written, electronic or other means of communication or publication of Biometric Privacy Information:

For the purpose of this endorsement Biometric Privacy Information means:

The Illinois Biometric Information Privacy Act ("BIPA"), the California Consumer Privacy Act ("CCPA"), or any federal, state, municipal or local statutory biometric privacy law or any such similar law, statute or ordinance anywhere in the "coverage territory" that governs or relates to the collection, use, safeguarding, handling, storage, retention or destruction of an individual's biometric identifiers, biometric data or biometric information of any kind used to identify and individual, including but not limited to retina or iris scans, fingerprints, voiceprints or scans of hand or face geometry or any information, regardless of how it is captured, converted, stored, or shared.

- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

## PENNSYLVANIA CHANGES

This endorsement modifies the insurance provided under the following:

CYBERSECURE COVERAGE FORM

Paragraph **B.8.b.2) Extended Reporting Periods** of **EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO ALL SECTIONS** is deleted and replaced with the following:

- 2) Upon payment of an additional premium of 100% of the full annual premium applicable to this CyberSecure coverage, a Supplemental Extended Reporting Period of 1 year immediately following the effective date of "termination of coverage" in which to give to us written notice of a "cyber liability suit" of which you first receive notice during said Supplemental Extended Reporting Period for any propagation of malware, "denial of service attack", or if applicable, loss, release or disclosure of business data or electronic display of information occurring before the end of the coverage period for this CyberSecure coverage and which is otherwise covered by this CyberSecure coverage.

To obtain the Supplemental Extended Reporting Period, you must request it in writing and pay the additional premium due, within 60 days of the effective date of "termination of coverage". The additional premium for the Supplemental Extended Reporting Period shall be fully earned at the inception of the Supplemental Extended Reporting Period. If we do not receive the written request as required, you may not exercise this right at a later date.

This insurance, provided during the Supplemental Extended Reporting Period, is excess over any other valid and collectible insurance that begins or continues in effect after the Supplemental Extended Reporting Period becomes effective, whether the other insurance applies on a primary, excess, contingent, or any other basis.

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

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, 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.

**B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### 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:**

This insurance does not apply to:

"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, discrimination or malicious prosecution 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:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising 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, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising 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:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B.** The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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

## LIMITED FUNGI OR BACTERIA COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Fungi And Bacteria Liability Aggregate Limit</b> \$25,000
--

- A.** The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- "Personal and advertising injury" arising out of a "fungi or bacteria incident".
  - Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- B.** Coverage provided by this insurance for "bodily injury" or "property damage", arising out of a "fungi or bacteria incident", is subject to the Fungi and Bacteria Liability Aggregate Limit as described in Paragraph C. of this endorsement. This provision B. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- C.** The following are added to **Section III – Limits Of Insurance:**
- Subject to Paragraphs 2. and 3. of Section III – Limits of Insurance, as applicable, the Fungi and Bacteria Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage C. for Medical Payments arising out of one or more "fungi or bacteria incidents". This provision C.1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- 2.** Paragraphs 5., the Each Occurrence Limit, Paragraph 6., the Damage To Premises Rented To You Limit, and Paragraph 7., the Medical Expense Limit, of Section III – Limits Of Insurance continue to apply to "bodily injury" or "property damage" arising out of a "fungi or bacteria incident" but only if, and to the extent that, limits are available under the Fungi and Bacteria Liability Aggregate Limit.
- D.** The following definitions are added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.
  - "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

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

## **AMENDMENT OF INSURED CONTRACT DEFINITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

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

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

**(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, 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, or **(b)** the "insured" is, or had this policy 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.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
    - (2) 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
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "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 thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes 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" 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 **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"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.

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

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

## **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM

If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "injury" the maximum applicable Limit of Insurance applicable to a single occurrence, common cause, event or incident under all the coverage forms or policies shall not exceed the highest applicable per occurrence, per common cause, per event or incident limit of insurance under any one coverage form or policy.

This condition does not apply to any coverage form or policy issued by us or an affiliated company to apply as excess insurance over the coverage form.

For the purpose of this endorsement, "injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support

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

## **CANNABIS EXCLUSION WITH A LIMITED EXCEPTION FOR CBD, HEMP AND LESSORS RISK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. The design, cultivation, manufacture, storage, processing, packaging, handling, testing, distribution, sale, serving, furnishing, possession or disposal of "cannabis"; or
  - b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "cannabis"; or
2. "Property damage" to "cannabis".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, Paragraph **A.1.b.** does not apply to "bodily injury" or "property damage" arising out of the actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, or contact with, "cannabis" by:

- (1) An insured; or
- (2) Any other person for whom you are legally responsible;

but only if the "bodily injury" or "property damage" does not arise out of your selling, serving or furnishing of "cannabis" to any person described above.

**B.** The exclusion in Paragraph **A.** of this endorsement does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of:
  - a. Manufacturing, selling or distributing industrial textiles, consumer textiles, building materials, paper products, or industrial products including, but not limited to paints, varnishes, inks, lubricants, fuels, solvents or coatings derived from "hemp".
  - b. Manufacturing, selling, serving or distributing:
    - 1) "Hemp" seeds or "hemp" seed oil;
    - 2) Lotions, oils or personal hygiene products containing any "hemp" seed or "hemp" seed oil; or
    - 3) Foods, beverages or supplements intended for human or animal consumption containing any "hemp" seed or "hemp" seed oil.

2. "Property damage" to goods or products described in Paragraph **B.1.** above.

Paragraphs **B.1** and **B.2** above do not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "CBD products".

3. "**Bodily injury**", "property damage" or "personal and advertising injury" arising out of your retail sales or distribution of "CBD products".

However, this exception does not apply:

- a. If any insured:
  - 1) Offers or asserts any false or unsubstantiated claims or statements regarding the safety or effectiveness of "CBD products";
  - 2) Makes any physical or chemical change to "CBD products";
  - 3) Repackages or relabels "CBD products";
  - 4) Uses "CBD products" as ingredients in another product;
  - 5) Engages in topical application of or serves unpackaged "CBD products";
  - 6) Offers retail sales or distribution of "CBD products" where such products are marketed under your own label; or
  - 7) Offers retail sales or distribution of "CBD products" imported from outside the United States of America (including its territories and possessions), Puerto Rico or Canada.
- b. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any good or product that can be inhaled, smoked, atomized or vaped.
- c. If other insurance is available to any insured for a loss we cover under this Policy then this insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis. This Policy will not contribute with any other such insurance.

However, Paragraphs **B.1.**, **B.2.**, and **B.3.** above, does not apply to the extent any such goods or products are prohibited under an applicable state or local statute, regulation, or ordinance in the state wherein:

- (1) The "bodily injury" or "property damage" occurs;
  - (2) The "occurrence" which caused the "bodily injury" or "property damage" takes place; or
  - (3) The offense which caused the "personal and advertising injury" was committed.
4. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of a premises leased to others by you;
  5. "Personal and advertising injury" arising out of the following offenses:
    - a. False arrest, detention or imprisonment; or
    - b. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

**D. For the purpose of this endorsement the following definitions are added to SECTION V - DEFINITIONS:**

**1. Cannabis means:**

- a.** Any plant of the genus Cannabis, any species or subspecies, including "hemp", or any part thereof, such as leaves, buds, seeds, stems, flowers, stalks and roots;
- b.** Any compound, by-product, extract, derivative, mixture or combination derived from any plant of the genus Cannabis or part thereof as described in Paragraph **1.a.** above;
- c.** Any good or product that consists of or contains any amount of natural or synthetic tetrahydrocannabinol (THC), cannabidiol (CBD) or any other cannabinoid;
- d.** Any toxic or hazardous chemical, mineral or other material, good or product applied to, found within, sprayed on or used in connection with items listed in Paragraphs **1.a., b., or c.** above; or
- e.** Any fumes, odors, residues, solids, liquids or waste associated with or arising out of items listed in Paragraphs **1.a., b., c., or d.** above. Waste includes material to be recycled, composted, reconditioned or reclaimed.

**2. "CBD products" means:**

Any raw material, ingredient, good or product that contains more than a trace amount of cannabidiol (CBD) whether derived from "hemp" or created synthetically, and with a tetrahydrocannabinol (THC) concentration of not more than three-tenths of one percent (0.3%) on a dry weight basis.

**3. "Hemp" means:**

The plant Cannabis sativa L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol (THC) concentration of not more than three-tenths of one percent (0.3%) on a dry weight basis.

"Hemp" may include a trace amount of cannabidiol. "Hemp" does not include "CBD products".

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

## HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A.** Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations.

**1. Hired Auto Liability**

The insurance provided under **Section I – Coverage A - Bodily Injury And Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.

**2. Non-Owned Auto Liability**

The insurance provided under **Section I – Coverage A -Bodily Injury And Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the maintenance or use of any “non-owned auto” in your business by any person.

**B.** For insurance provided by this endorsement only:

**1.** The exclusions, under Paragraph **2. Section I – Coverage A Bodily Injury and Property Damage Liability**, other than Exclusions **a., b., d., f., i.** and **p.** and the Nuclear Energy Liability Exclusion are deleted and replaced by the following:

**a. 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

**(c)** The spouse, child, parent, brother, or sister, of that “employee” as a consequence of Paragraph **b. (1)** above.

This exclusion applies:

**(d)** Whether the insured may be liable as an employer or in any other capacity; and

**(e)** To any obligation to share damages with or repay someone else who must pay damages because of injury;

This exclusion does not apply to:

**(a)** Liability assumed by the insured under an “insured contract”; or

**(b)** “Bodily Injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

**b. Damage To Property**

“Property damage” to:

**(1)** Property owned or being transported by, or rented or loaned to the insured; or

**(2)** Property in the care, custody or control of the insured.

2. For the purposes of this endorsement only, **Section II – Who Is An Insured** is replaced by the following:
  1. Each of the following is an insured under this endorsement to the extent set forth below:
    - a. You;
    - b. Any other person using a “hired auto” with your permission;
    - c. For a “non-owned auto”:
      - (1) Any partner or “executive officer” of yours; or
      - (2) Any “employee” of yoursbut only while such “non-owned auto” is being used in your business; and
    - d. Any other person or organization, but only for their liability because of acts or omission of an insured under **a.**, **b.**, or **c.** above.
  2. None of the following is an insured:
    - a. Any person engaged in the business of his or her employer for “bodily injury” to any co-“employee” of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-“employee” as a consequence of such “bodily injury”, or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
    - b. Any partner or “executive officer” for any “auto” owned by such partner or officer or a member of this or her household;
    - c. Any person while employed in or otherwise engaged in duties in connection with an “auto business”, other than an “auto business” you operate;
    - d. The owner or lessee (of whom you are a sub lessee) of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee; or
    - e. Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.
- C. For the purposes of this endorsement only **Section IV – Definition** is amended by the addition of the following:
  1. “Auto Business” means the business or occupation of selling, repairing, servicing, storing or parking “autos”
  2. “Hired Auto” means any “auto” you lease, hire, rent or borrow. This does not include any “auto” you lease, hire, rent or borrow from any of your “employees”, your partners or your “executive officers” or members of their households.
  3. “Insured contract” means that part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your “employees”, of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any of your “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.
  4. “Non-Owned Auto” means any “auto” you do not own, lease, rent or borrow which is used in connection with your business. This includes “autos” owned by your “employees”, your partners or your “executive officers”, or members of their households, but only while used in your business or your personal affairs.

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

## **EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESSOWNERS LIABILITY COVERAGE FORM

This insurance does not apply to:

- A.** “Bodily injury,” “property damage” or “personal and advertising injury” as defined in the policy arising out of:
  - 1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
  - 2. The use of asbestos in constructing or manufacturing any goods, product, or structure;
  - 3. The removal of asbestos from any goods, product or structure;
  - 4. The manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos;
- B.** Any damages or any loss, cost or expense arising out of any claim or suit by or on behalf of any governmental authority requirement that any insured or any other person or entity should be, or should be responsible for:
  - 1. Assessing the presence, absence or amount or effects of asbestos;
  - 2. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating asbestos; or
- C.** Responding to asbestos in any way other than as described in subparagraphs **A.** and **B.** above.
- D.** Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given to employees, consumers, or others in connection with **A.** and **B.** above; or
- E.** Any obligation to share damages with or repay someone else who must pay damages in connection with any of the subsections above.



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

## **EXCLUSION – LEAD LIABILITY**

The following exclusions are added to all coverages contained within.

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

This insurance does not apply to:

- 1.** Actual or alleged “bodily injury,” arising out of the ingestion, inhalation or absorption of lead or lead compounds in any form.
- 2.** Actual or alleged “property damage” or “personal and advertising injury” arising out of any form of lead or lead compounds.
- 3.** 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 lead or lead compounds;
  - b.** Claim or “suit” by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of lead or lead compounds in any form;
  - c.** Any actual or alleged negligence in hiring, training, supervision, instructions, recommendations, warnings or advice given or which should have been given to employees, consumers, or others in connection with lead or lead compounds; or
  - d.** Any obligation to share damages with or repay someone else who must pay damages in connection with lead or lead compounds.

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

## **PUNITIVE DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following is added to: Paragraph **2. Exclusions** under **Section I — Coverage A Bodily Injury and Property Damage Liability**, and Paragraph **2.** under **Section I — Coverage B Personal and Advertising Injury Liability**:

This insurance does not apply to either obligation to pay, or to judgments which reflect punitive damages, exemplary or vindictive damages, nor damage awards which are intended to be multiples of compensatory damages.

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

**AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. The following replaces Paragraph (2) of Exclusion b., Contractual Liability, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

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

**B. The following replaces the beginning of Paragraph 2., and Paragraphs 2.a., b., c., d. and e., of SUPPLEMENTARY PAYMENTS – COVERAGES A and B of SECTION I – COVERAGES:**

2. If we defend you against a "suit" and your indemnitee is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which you have assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by you;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by you in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that we determine that no conflict exists between your interests and the interests of the indemnitee;
  - e. You and the indemnitee ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend you and the indemnitee; and

**C. The following replaces the last sentence of Paragraph 2. of SUPPLEMENTARY PAYMENTS – COVERAGES A and B of SECTION I – COVERAGES:**

Our obligation to defend your indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements, medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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

## **Exclusion-Perfluorinated Compounds (PFC) Or Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** The following exclusion is added:

### **Perfluorinated Compounds Or Perfluoroalkyl- And Polyfluoroalkyl Substances**

This insurance does not apply to:

1. Any liability arising out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of "perfluorinated compounds or perfluoroalkyl or polyfluoroalkyl substances"; or
2. Any loss, cost, or expense arising out of any:
  - a. Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of "perfluorinated compounds or perfluoroalkyl or polyfluoroalkyl substances" by any insured or on behalf of any person, entity, or governmental authority.
  - 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, remediating, disposing of, or in any way assessing the effects of "perfluorinated compounds or perfluoroalkyl or polyfluoroalkyl substances".

This exclusion applies whether the substances listed above are alone or combined with any other substances or factors, whether included as a component part of a product or otherwise.

This exclusion applies regardless whether such exposure occurs within or outside a building.

**B.** For the purposes of this endorsement, the following is added to **SECTION V - DEFINITIONS**:

"Perfluorinated compounds or perfluoroalkyl or polyfluoroalkyl substances" means the following:

1. Any chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
  - b. Perfluorinated compounds (PFC) or perfluoroalkyl and polyfluoroalkyl substances (PFAS) of any type;
  - c. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - d. Perfluoropolyethers (PFPE);
  - e. Fluorotelomer-based substances;
  - f. Side-chain fluorinated polymers;
  - g. Perfluorononanoic acid (PFNA);
  - h. Perfluorobutyric acid (PFBA);
  - i. Perfluorobutane sulfonic acid (PFBS);
  - j. Perfluoropentanoic acid (PFPeA);

- k. Perfluorohexane sulfonic acid (PFHxS);
  - l. GenX;
  - m. C8 (perfluorinated carboxylic acid);
  - n. ADONA;
  - o. Perfluorohexanoic acid (PFHxA);
  - p. Perfluoroheptanoic acid (PFHpA);
  - q. Perfluorooctane sulfonamide (PFSOA);
  - r. Perfluorodecanoic acid, (PFDA);
  - s. Perfluorodecane sulfonate (PFDS);
  - t. Perfluoroundecanoic acid (PFUnA);
  - u. Perfluorododecanoic acid (PFDoA);
  - v. Perfluorotridecanoic acid (PFTrDA);
  - w. Perfluorotetradecanoic acid (PFTeDA); or
  - x. 6:2 fluorotelomer sulfonate (6:2 FTS)
2. Any other associated homologues, isomers, salts, esters, alcohols, acids, precursor chemicals and derivative, formulation, transformation, degradation, compound, or generic version of any substance included in **B.1.** above;
  3. Any substance, good, or product, including containers, materials, parts or equipment furnished in connection with such goods or products that consists of or contains any chemical or substance described in in **B.1.** or **B. 2.** above; or
  4. Any perfluorinated compounds (PFC) or perfluoroalkyl and polyfluoroalkyl substances (PFAS) identified at any time as a Persistent Organic Pollutant (POP) in Annex A (Elimination), Annex B (Restriction), or Annex C (Unintentional production) in the Stockholm Convention on Persistent Organic Pollutants as ratified by the United States of America and administered by the United States Environmental Protection Agency (USEPA)

by whatever name manufactured, formulated, sold or distributed.

The addition of this endorsement does not imply that other policy provisions, including but not limited to any pollution exclusion, do not exclude coverage for perfluorinated compounds or perfluoroalkyl and polyfluoroalkyl related damages, expense, loss, demand, claim, liability or legal obligation.

All other terms and conditions of the Policy remain unchanged.

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

## DATA COMPROMISE PLUS

RESPONSE EXPENSES  
DEFENSE AND LIABILITY  
IDENTITY RECOVERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage under this endorsement is subject to the following:

### SCHEDULE

#### SECTION 1 – RESPONSE EXPENSES

Data Compromise Response Expenses Limit:	\$ <u>100,000</u> Annual Aggregate
Sublimits:	
Named Malware (Sec. 1)	\$50,000 Any one "Personal Data Compromise"
Forensic IT Review:	\$ <u>10,000</u> Any one "Personal Data Compromise"
Legal Review:	\$ <u>10,000</u> Any one "Personal Data Compromise"
PR Services:	\$5,000 Any one "Personal Data Compromise"
Regulatory Fines And Penalties	\$ <u>10,000</u> Any one "Personal Data Compromise"
PCI Fines And Penalties	\$ <u>10,000</u> Any one "Personal Data Compromise"
Response Expenses Deductible:	\$ <u>2,500</u> Any one "Personal Data Compromise"

#### SECTION 2 – DEFENSE AND LIABILITY

Data Compromise Defense and Liability Limit:	\$ <u>100,000</u> Annual Aggregate
Sublimit:	
Named Malware (Sec. 2)	\$50,000 Any one "Personal Data Compromise"
Defense and Liability Deductible:	\$ <u>2,500</u> Each "Data Compromise Suit"

#### SECTION 3 – IDENTITY RECOVERY

Case Management Service:	Service for any one "identity theft" for up to 12 months
Expense Reimbursement Limit:	\$15,000 Annual Aggregate
Expense Reimbursement Deductible:	\$250 Any one "identity recovery insured"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
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A. The following is added to **SECTION I – COVERAGES** as an Additional Coverage.

#### SECTION 1 – RESPONSE EXPENSES

##### DATA COMPROMISE COVERED CAUSE OF LOSS

Coverage under this Data Compromise Plus Coverage endorsement applies only if all of the following conditions are met:

1. There has been a "personal data compromise"; and
2. Such "personal data compromise" is first discovered by you during the policy period for which this Data Compromise Plus Coverage endorsement is applicable; and
3. Such "personal data compromise" is reported to us within 60 days after the date it is first discovered by you.

## COVERAGE – SECTION 1

If the three conditions listed above in DATA COMPROMISE – COVERED CAUSE OF LOSS have been met, then we will provide coverage for the following expenses when they arise directly from the covered cause of loss and are necessary and reasonable. Coverages 4 and 5 apply only if there has been a notification of the “personal data compromise” to “affected individuals” as covered under coverage 3.

Please note that service providers must be approved by us as described in Additional Condition 6. – **Service Providers.**

### 1. Forensic Information Technology Review

Professional information technologies review if needed to determine, within the constraints of what is possible and reasonable, the nature and extent of the “personal data compromise” and the number and identities of the “affected individuals”.

This does not include costs to analyze, research or determine any of the following:

- a. Vulnerabilities in systems, procedures or physical security;
- b. Compliance with PCI or other industry security standards; or
- c. The nature or extent of loss or damage to data that is not “personally identifying information” or “personally sensitive information”.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Forensic Information Technology Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

### 2. Legal Review

Professional legal counsel review of the “personal data compromise” and how you should best respond to it.

If there is reasonable cause to suspect that a covered “personal data compromise” may have occurred, we will pay for costs covered under Legal Review, even if it is eventually determined that there was no covered “personal data compromise”. However, once it is determined that there was no covered “personal data compromise”, we will not pay for any further costs.

### 3. Notification to “Affected Individuals”

We will pay your necessary and reasonable costs to provide notification of the “personal data compromise” to “affected individuals”.

### 4. Services to “Affected Individuals”

We will pay your necessary and reasonable costs to provide the following services to “affected individuals”.

- a. The following services apply to any “personal data compromise”.
  - 1) Informational Materials  
A packet of loss prevention and customer support information.
  - 2) Help Line  
A toll-free telephone line for “affected individuals” with questions about the “personal data compromise”. Where applicable, the line can also be used to request additional services as listed in **b.1)** and **2)**.
- b. The following additional services apply to “personal data compromise” events involving “personally identifying information”.
  - 1) Credit Report and Monitoring  
A credit report and an electronic service automatically monitoring for activities affecting an individual’s credit records. This service is subject to the “affected individual” enrolling for this service with the designated service provider.



## 2) Identity Restoration Case Management

As respects any "affected individual" who is or appears to be a victim of an "identity theft" that may reasonably have arisen from the "personal data compromise", the services of an identity restoration professional who will assist that "affected individual" through the process of correcting credit and other records and, within the constraints of what is possible and reasonable, restoring control over his or her personal identity.

## 5. PR Services

Professional public relations firm review of and response to the potential impact of the "personal data compromise" on your business relationships.

This includes costs to implement public relations recommendations of such firm. This may include advertising and special promotions designed to retain your relationship with "affected individuals". However, we will not pay for promotions:

- a. Provided to any of your directors or employees; or
- b. Costing more than \$25 per "affected individual".

## 6. Regulatory Fines and Penalties

Any fine or penalty imposed under state law, to the extent such fine or penalty is legally insurable.

## 7. PCI Fines and Penalties

Any Payment Card Industry (PCI) fine or penalty imposed under a contract to which you are a party. PCI Fines and Penalties do not include any increased transaction costs.

For the purpose of the **Section 1** coverage under this endorsement only, the following replaces **SECTION III – LIMITS OF INSURANCE**

### LIMITS – SECTION 1

1. The most we will pay under Response Expenses coverage is the Data Compromise Response Expenses Limit indicated for this endorsement.
2. The Data Compromise Response Expenses Limit is an annual aggregate limit. This amount is the most we will pay for the total of all loss covered under **Section 1** arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.
3. A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such "personal data compromise" will be subject to the Data Compromise Response Expenses Limit applicable to the policy period when the "personal data compromise" was first discovered by you.
4. The most we will pay under Response Expenses coverage for loss arising from any "malware-related compromise" is the Named Malware (Sec. 1) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 1) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise".
5. The most we will pay under Forensic IT Review, Legal Review, PR Services, Regulatory Fines and Penalties, PCI Fines and Penalties coverages for loss arising from any one "personal data compromise" is the applicable sublimit for each of those coverages indicated for this endorsement. These sublimits are part of, and not in addition to, the Data Compromise Response Expenses Limit. PR Services coverage is also subject to a limit per "affected individual" as described in **5. PR Services**.
6. Coverage for Services to "affected individuals" is limited to costs to provide such services for a period of up to one year from the date of the notification to the "affected individuals". Notwithstanding, coverage for Identity Restoration Case Management services initiated within such one year period may continue for a period of up to one year from the date such Identity Restoration Case Management services are initiated.

**DEDUCTIBLE – SECTION 1**

Response Expenses coverage is subject to the Response Expenses Deductible indicated for this endorsement. You will be responsible for such deductible amount as respects each “personal data compromise” covered under this endorsement.

- B.** The following is added to **SECTION I – COVERAGES** as an Additional Coverage.

**SECTION 2 – DEFENSE AND LIABILITY****DEFENSE AND LIABILITY COVERED CAUSE OF LOSS**

Coverage under **Section 1** and **Section 2** of this Data Compromise Plus Coverage endorsement applies only if all three of the conditions in DATA COMPROMISE – COVERED CAUSE OF LOSS are met.

Only with regard to **Section 2 – Defense and Liability** coverage, the following conditions must also be met:

1. You have provided notifications and services to “affected individuals” in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a “data compromise suit” brought by one or more “affected individuals” or by a governmental entity on behalf of one or more “affected individuals”; and
3. Notice of such “data compromise suit” is received by you within two years of the date that the “affected individuals” are notified of the “personal data compromise”; and
4. Such “data compromise suit” is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

**COVERAGE – SECTION 2**

If all four of the conditions listed above in DEFENSE AND LIABILITY– COVERED CAUSE OF LOSS have been met, then we will provide coverage for “data compromise defense” and “data compromise liability” directly arising from the covered cause of loss.

For the purpose of the **Section 2** coverage under this endorsement only, the following replaces **SECTION III – LIMITS OF INSURANCE**

**LIMITS – SECTION 2**

1. The most we will pay under **Section 2 – Defense and Liability** coverage (other than post-judgment interest) is the Data Compromise Defense and Liability Limit indicated for this endorsement.
2. The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under **Section 2** (other than post-judgment interest) arising out of all “personal data compromise” events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of “personal data compromise” events discovered by you during that period.
3. A “personal data compromise” may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs arising from such “personal data compromise” (other than post-judgment interest) will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the “personal data compromise” was first discovered by you.
4. The most we will pay under Defense and Liability coverage for loss arising from any “malware-related compromise” is the Named Malware (Sec. 2) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 2) sublimit, all “malware-related compromises” that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single “personal data compromise”. This sublimit is part of, and not in addition to, the Defense and Liability Limit.

**DEDUCTIBLE – SECTION 2**

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You will be responsible for such deductible amount as respects each “data compromise suit” covered under this endorsement.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following additional exclusions apply to Paragraph 2. **Exclusions** under **SECTION I – COVERAGES**:

## **EXCLUSIONS - SECTION 1 AND SECTION 2**

We will not pay for cost arising from the following:

1. Your intentional or willful complicity in a “personal data compromise”;
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you;
3. Any “personal data compromise” occurring prior to the first inception of this Data Compromise Plus Coverage endorsement or any substantially similar to that described in this endorsement;
4. Cost to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedure or physical security that may have contributed to a “personal data compromise”;
5. Any fines or penalties imposed under federal law including, but not limited to, HIPAA fines and penalties;
6. Any criminal investigations or proceedings;
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance;
8. Any “personal data compromise” involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission;
9. Your reckless disregard for the security of “personally identifying information” or “personally sensitive information” in your care, custody, or control;
10. That part of any “data compromise suit” seeking any non-monetary relief;
11. “Bodily injury”, “property damage” or “personal and advertising injury”;
12. Any amount not insurable under applicable law; or
13. War and hostile action, including any of the following and any consequence of any of the following:
  - a. Cyber warfare, whether or not occurring in combination with physical combat;
  - b. Undeclared war;
  - c. Civil war;
  - d. Hostile action by military force or cyber measures, including action in hindering or defending against an actual or expected attack, by any Combatant; or
  - e. Insurrection, rebellion, revolution, usurped power, political violence or action taken by governmental authority in hindering or defending against any of these, including cyber action in connection with any of the foregoing.

For purposes of this exclusion, cyber warfare, cyber measures and cyber action include, but are not limited to, the use of disruptive digital activities against a computer network or system with the intention to cause harm in order to further political or similar objectives, or to intimidate any person(s) in furtherance of such objectives, committed by a Combatant.

The attribution of an action to a Combatant will be determined by relying on reasonable evidence such as:

- a. Statements by an impacted government, sovereign or other authority;
- b. Statements by widely recognized international bodies (such as the United Nations) or alliances (such as the North Atlantic Treaty Organization); or
- c. Consensus opinion within relevant expert communities such as the cyber security industry.

Decisions about the presence or absence of war, hostile action, and other terms used in this exclusion will take into consideration the full range of available tactics, weapons and technologies at the time of the event giving rise to the “loss”.

Combatant means, for purposes of this exclusion, a government, sovereign or other authority, or agents acting on their behalf.

14. Total or partial failure or interruption of, reduction in performance of, or damage to, any electrical power supply network or telecommunications network not owned and operated by you including, but not limited to, satellites, the internet, internet service providers, Domain Name System (DNS) service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

15. Any provision of coverage under this Data Compromise Plus Coverage to the extent that such provision would expose us or you to a violation of economic or trade sanctions, laws or regulations of the United States of America or any other jurisdiction with whose laws we are legally obligated to comply.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, **SUPPLEMENTARY PAYMENTS** under **SECTION I - COVERAGES** do not apply.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, subparagraphs **2.b.** and **3.** of **SECTION II – WHO IS AN INSURED** do not apply.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

**ADDITIONAL CONDITIONS - SECTION 1 AND SECTION 2**

**1. “Data Compromise Liability” Defense**

- a. We will have the right, and the duty to assume the defense of any applicable “data compromise suit” against you. You will give us such information and cooperation as we may reasonably require.
- b. You will not admit liability for or settle any “data compromise suit” or incur any defense costs without our prior written consent.
- c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you will, at your own expense, negotiate or defend such “data compromise suit” independently of us. Our liability will not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
- d. We will not be obligated to pay any damages or defense costs, or to defend or continue to defend any “data compromise suit” after the Data Compromise Defense and Liability Limit has been exhausted.
- e. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
  - 1) after entry of judgment; and
  - 2) before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

**2. Duties in the Event of a “Data Compromise Suit”**

- a. If a “data compromise suit” is brought against you, you must:
  - (1) Immediately record the specifics of the “data compromise suit” and the date received;
  - (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the “data compromise suit” is first received by you;
  - (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the “data compromise suit”;
  - (4) Authorize us to obtain records and other information;
  - (5) Cooperate with us in the investigation, settlement or defense of the “data compromise suit”;
  - (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
  - (7) Take no action, or fail to take any required action, that prejudices your rights or our rights with respect to such “data compromise suit”.
- b. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
- c. If you become aware of a claim or complaint that may become a “data compromise suit”, you will promptly inform us of such claim or complaint.

### 3. Due Diligence

You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:

- a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
- b. Providing and maintaining appropriate computer and Internet security;
- c. Maintaining and updating at appropriate intervals backups of computer data;
- d. Protecting transactions, such as processing credit card, debit card and check payments; and
- e. Appropriate disposal of files containing “personally identifying information” or “personally sensitive information” including shredding hard copy files and destroying physical media used to store electronic data.

### 4. Legal Advice

We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Plus Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

### 5. Pre-Notification Consultation

You agree to consult with us prior to the issuance of notification to “affected individuals”. We assume no responsibility under this Data Compromise Plus Coverage for any services promised to “affected individuals” without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition **6. Service Providers**. You must provide the following at our pre-notification consultation with you:

- a. The exact list of “affected individuals” to be notified, including contact information;
- b. Information about the “personal data compromise” that may appropriately be communicated with “affected individuals”; and
- c. The scope of services that you desire for the “affected individuals”. For example, coverage may be structured to provide fewer services in order to make those services available to more “affected individuals” without exceeding the available Response Expenses Limit.

### 6. Service Providers

- a. We will only pay under this Data Compromise Plus Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Plus Coverage. We will not unreasonably withhold such approval.
- b. Prior to the Pre-Notification Consultation described in Additional Condition **5.** above, you must come to agreement with us regarding the service provider(s) to be used for the notification to “**Affected Individuals**” and services to “**Affected Individuals**”. We will suggest a service provider; however, if you prefer to use an alternate service provider, our coverage is subject to the following limitations:
  - (1) Such alternate service provider must be approved by us;
  - (2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and
  - (3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

### 7. Services

The following conditions apply as respects any services provided to you or any “affected individual” by us, our designees or any service firm paid for in whole or in part under this Data Compromise Plus coverage:

- a. The effectiveness of such services depends on your cooperation and assistance;
- b. All services may not be available or applicable to all individuals. For example, “affected individuals” who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions;

- c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events; and
- d. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

For the purpose of the **Section 1** and **Section 2** coverage under this endorsement only, the following is added to **SECTION V– DEFINITIONS**:

#### **DEFINITIONS – SECTION 1 AND SECTION 2**

1. "Affected individual" means any person who is your current, former or prospective customer, client, member, owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:
  - a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual";
  - b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:
    - 1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours;
    - 2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours; or
    - 3) You may have operations, interests or properties that are not insured under this policy. Individuals who have a relationship with you through such other operations, interests or properties do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of the operation insured under this policy; and
  - c. An "affected individual" may reside anywhere in the world.
2. "Data Compromise Defense Costs" means expenses resulting solely from the investigation, defense and appeal of any "data compromise suit" against you. Such expenses must be reasonable and necessary. They will be incurred by us. They do not include your salaries or your loss of earnings. They do include premiums for any appeal bond, attachment bond or similar bond, but we have no obligation to apply for or furnish any such bond.
3. "Data Compromise Liability"
  - a. "Data compromise liability" means the following, when they arise from a "data compromise suit":
    - 1) Damages, judgments or settlements to "affected individuals";
    - 2) Defense costs added to that part of any judgment paid by us, when such defense costs are awarded by law or by court order; and
    - 3) Pre-judgment interest on that part of any judgment paid by us.
  - b. "Data compromise liability" does not mean:
    - 1) Damages, judgments or settlements to anyone who is not an "affected individual";
    - 2) Civil or criminal fines or penalties imposed by law;
    - 3) Punitive or exemplary damages;
    - 4) The multiplied portion of multiplied damages;
    - 5) Taxes; or
    - 6) Matters which may be deemed uninsurable under the applicable law.
4. "Data Compromise Suit"
  - a. "Data Compromise Suit" means a civil proceeding in which damages to one or more "affected individuals" arising from a "personal data compromise" or the violation of a governmental statute or regulation are alleged. Such proceeding must be brought in the United States of America, Puerto Rico or Canada. "Data compromise suit" includes:

- 1) An arbitration proceeding in which such damages are claimed, and to which you must submit or do submit with our consent;
  - 2) Any other alternative dispute resolution proceeding in which such damages are claimed, and to which you submit with our consent; or
  - 3) A written demand for money, when such demand could reasonably result in a civil proceeding as described in this definition.
- b. "Data compromise suit" does not mean any demand or action brought by or on behalf of someone who is:
- 1) Your director or officer;
  - 2) Your owner or part-owner; or
  - 3) A holder of your securities;
- in their capacity as such, whether directly, derivatively, or by class action. "Data compromise suit" will include proceedings brought by such individuals in their capacity as "affected individuals", but only to the extent that the damages claimed are the same as would apply to any other "affected individual".
- c. "Data compromise suit" does not mean any demand or action brought by an organization, business, institution, or any other party that is not an "affected individual" or governmental entity. "Data compromise suit" does not mean any demand or action brought on behalf of an organization, business, institution, governmental entity or any other party that is not an "affected individual".
5. "Identity Theft" means the fraudulent use of "personally identifying information". This includes fraudulently using such information to establish credit accounts, secure loans, enter into contracts or commit crimes. "Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.
  6. "Malware-Related Compromise" means a "personal data compromise" that is caused, enabled or abetted by a virus or other malicious code that, at the time of the "personal data compromise", is named and recognized by the CERT® Coordination Center, McAfee®, Secunia, Symantec or other comparable third party monitors of malicious code activity.
  7. "Personal Data Compromise" means the loss, theft, accidental release or accidental publication of "personally identifying information" or "personally sensitive information" as respects one or more "affected individuals". If the loss, theft, accidental release or accidental publication involves "personally identifying information", such loss theft, accidental release or accidental publication must result in, or have the reasonable possibility of resulting in, the fraudulent use of such information. This definition is subject to the following provisions:
    - a. At the time of the loss, theft, accidental release or accidental publication, the "personally identifying information" or "personally sensitive information" need not be at the insured premises but must be in your direct care, custody or control of:
      - 1) You; or
      - 2) A professional entity with which you have a direct relationship and to which you (or an "affected individual" at your direction) have turned over (directly or via a professional transmission or transportation provider) such information for storage, processing, transmission or transportation of such information.
    - b. "Personal data compromise" includes disposal or abandonment of "personally identifying information" or "personally sensitive information" without appropriate safeguards such as shredding or destruction, subject to the following provisions:
      - 1) The failure to use appropriate safeguards must be accidental and not reckless or deliberate; and
      - 2) Such disposal or abandonment must take place during the time period for which this Data Compromise Plus Coverage endorsement is effective;
    - c. "Personal data compromise" includes situations where there is a reasonable cause to suspect that such "personally identifying information" or "personally sensitive information" has been lost, stolen, accidentally released or accidentally published, even if there is no firm proof; and
    - d. All incidents of "personal data compromise" that are discovered at the same time or arise from the same cause will be considered one "personal data compromise".

8. "Personally identifying information" means information, including health information, which could be used to commit fraud or other illegal activity involving the credit, access to health care, or identity of an "affected individual". This includes but is not limited to Social Security numbers or account numbers.

"Personally identifying information" does not mean or include information that is otherwise available to the public, such as names and addresses.

9. "Personally Sensitive Information" means private information specific to an individual the release of which requires notification of "affected individuals" under any applicable law.

"Personally sensitive information" does not mean or include "personally identifying information".

C. The following is added to **SECTION I – COVERAGES** as an Additional Coverage.

### **SECTION 3 – IDENTITY RECOVERY COVERAGE**

#### **COVERAGE – SECTION 3**

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery Coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after the date it is first discovered by the "identity recovery insured".

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

1. **Case Management Service**

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

2. **Expense Reimbursement**

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft".

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to Paragraph **2. Exclusions** under **SECTION I – COVERAGES**:

#### **EXCLUSIONS - SECTION 3**

We do not cover loss or expense arising from any of the following:

1. The theft of a professional or business identity;
2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion will not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act; or
3. An "identity theft" that is not reported in writing to the police.

For the purpose of the **Section 3** coverage under this endorsement only, **SUPPLEMENTARY PAYMENTS** under **SECTION I - COVERAGES** do not apply:

For the purpose of the **Section 3** coverage under this endorsement only, the following replaces **SECTION III – LIMITS OF INSURANCE**

#### **LIMITS – SECTION 3**

1. Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.
2. Expense Reimbursement Coverage is subject to the Expense Reimbursement Limit indicated for this endorsement. The Expense Reimbursement Limit is an annual aggregate limit per "identity recovery insured". Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during a 12 month period starting with the beginning of the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy



periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

3. Legal costs as provided under item **d.** of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement Coverage limit.
4. Item **e.** (Lost Wages) and item **f.** (Child Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
5. Item **g.** (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".
6. Item **h.** (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured".

### **DEDUCTIBLE – SECTION 3**

1. Case Management Service is not subject to a deductible.
2. Expense Reimbursement Coverage is subject to the Expense Reimbursement Deductible indicated for this endorsement. Any one "identity recovery insured" will be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

For the purpose of the coverage under **Section 3** under this endorsement only, **SECTION II – WHO IS AN INSURED** does not apply.

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to **SECTION IV–COMMERCIAL GENERAL LIABILITY CONDITIONS**

### **ADDITIONAL CONDITIONS - SECTION 3**

#### **1. Help Line**

- a. For assistance, the "identity recovery insured" should call the **Identity Recovery Help Line** at **1-800-414-9783**.
- b. The **Identity Recovery Help Line** can provide the "identity recovery insured" with:
  - 1) Information and advice for how to respond to a possible "identity theft"; and
  - 2) Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management Services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under this policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

- c. As respects Expense Reimbursement Coverage the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claims for "identity recovery expenses".

#### **2. Services**

The following conditions apply as respects any services provided by us or our designee to any "identity recovery insured" under this endorsement:

- a. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured";
- b. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors of foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions; and
- c. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts".

For the purpose of the **Section 3** coverage under this endorsement only, the following is added to **SECTION V- DEFINITIONS:**

### **DEFINITIONS – SECTION 3**

1. "Identity Recovery Case Manager" means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured". This includes, with the permission and cooperation of the "identity recovery insured", written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
2. "Identity Recovery Expenses" means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft";
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft";
  - c. Costs for credit reports from established credit bureaus;
  - d. Fees and expenses for an attorney approved by us for the following:
    - 1) The defense of any civil suit brought against an "identity recovery insured";
    - 2) The removal of any civil judgment wrongfully entered against an "identity recovery insured";
    - 3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency;
    - 4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report; and
    - 5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured";
  - e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours;
  - f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured";
  - g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured"; and
  - h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft".
    - 1) Such costs include:
      - (a) Costs by the "identity recovery insured" to recover control over his or her personal identity; and
      - (b) Deductibles or service fees from financial institutions.
    - 2) Such costs do not include:
      - (a) Costs to avoid, prevent or detect "identity theft" or other loss;
      - (b) Money lost or stolen; and
      - (c) Costs that are restricted or excluded elsewhere in this endorsement or policy.
3. "Identity Recovery Insured" means the following:
  - a. When the entity insured under this policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured entity;
  - b. When the entity insured under this policy is a partnership, the "identity recovery insureds" are the current partners; or

c. When the entity insured under this policy is a corporation or other organization, the “identity recovery insureds” are all the individuals having ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the “identity recovery insured” will be:

- 1) The chief executive of the insured entity; or
- 2) As respects a religious institution, the senior ministerial employee.

An “identity recovery insured” must always be an individual person. The entity insured under this policy is not an “identity recovery insured”.

4. “Identity Theft” means the fraudulent use of the social security number or other method of identifying an “identity recovery insured”. This includes fraudulently using the personal identity of an “identity recovery insured” to establish credit accounts, secure loans, enter into contracts, or commit crimes.

“Identity theft” does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

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

## **BROAD ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to damages arising out of:

1. The actual, alleged or threatened abuse or molestation, including but not limited to sexual abuse or sexual molestation, of any person committed by anyone; or
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to the proper authorities, or failure to so report; or
  - e. Retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

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